



City of Leavenworth  
100 N. 5<sup>th</sup> Street  
Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING  
COMMISSION CHAMBERS  
TUESDAY, MARCH 26, 2024 6:00 P.M.

Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting  
Meetings are televised everyday on Channel 2 at 6 p.m. and midnight and available for viewing on YouTube

**CALL TO ORDER** – Pledge of Allegiance Followed by Silent Meditation

---

**PROCLAMATIONS:**

1. Proclamations: (pg. 02)
  - a. Welcome Home Vietnam Veterans Day March 29, 2024
  - b. National Child Abuse Prevention Month
  - c. Barbershop Harmony Month
  - d. Fair Housing Month

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

2. Minutes from March 12, 2024 Regular Meeting **Action:** Motion (pg. 06)

---

**NEW BUSINESS:**

**Public Comment:** (i.e. Items not listed on the agenda or receipt of petitions)-Public comment is limited to 2-3 minutes and no action will be taken by the Commission on public comment items - Please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak.

**General Items:**

3. Mayor's Appointment **Action:** Motion (pg. 15)

**Resolutions:**

4. Resolution B-2362 Authorizing Sale of General Obligation Bonds, Series 2024-A **Action:** Motion (pg. 16)

**Bids, Contracts and Agreements:**

5. Rescind Award of Bid from Crane Works for New Cab and Chassis with Aerial Device **Action:** Motion (pg. 19)
6. Consider Award of Bid for New Cab and Chassis with Aerial Device **Action:** Motion (pg. 20)
7. Consider Approval of Purchase of UV Lamps for WPC **Action:** Motion (pg. 23)
8. Consider Award of Design Services Contract for 4<sup>th</sup> Street Improvements (Rees to Poplar) **Action:** Motion (pg. 27)
9. Consider Award of Design Services Contract for Sanitary Sewer Dye & Smoke Testing Project **Action:** Motion (pg. 54)
10. Consider Approval of Purchase of Paving Equipment **Action:** Motion (pg. 59)
11. Consider Approval of Land Transfer and Development Agreements for 201 Kickapoo Street and 709 N 2<sup>nd</sup> Street **Action:** Motion (pg. 62)

**First Consideration Ordinances:**

12. First Consideration Ordinance Rezoning 46 Limit Street from R1-9 to R1-6 **Action:** Consensus (pg. 105)

---

**Consent Agenda:**

Claims for March 8, 2024 through March 21, 2024, in the amount of \$1,670,863.66; Net amount for Payroll #5 effective March 8, 2024, in the amount of \$406,149.87 (No Police & Fire Pension). **Action:** Motion

**Other:**

13. Executive Session – Personnel Matter of Non-Elected Personnel **Action:** Motion (pg. 115)

**Adjournment**

**Action:** Motion

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *Members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961; and*

**WHEREAS,** *in 1965, United States Armed Forces ground combat units arrived in Vietnam; and*

**WHEREAS,** *by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached; and*

**WHEREAS,** *on January 27, 1973, the Treaty of Paris was signed, which required the release of all United States prisoners of war held in North Vietnam and the withdrawal of all United States Armed Forces from South Vietnam; and*

**WHEREAS,** *more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded; and*

**WHEREAS,** *The Vietnam War was an extremely divisive issue among the people of the United States and was also a conflict that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans.*

**NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim March 29, 2024 to be:*

## Welcome Home Vietnam Veterans Day

*I encourage all residents to observe appropriate ceremonies and activities to provide appreciation to the Vietnam War veterans.*

**IN WITNESS WHEREOF,** *I set my hand and affixed the Great Seal of the City of Leavenworth, Kansas this twenty-sixth day of March in the year of two-thousand and twenty-four.*

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *our children are our most valuable resources and will shape the future of our communities; and*

**WHEREAS,** *the majority of child abuse and neglect occurs when people find themselves in stressful situations that are preventable, but without community resources and support, they don't know how to cope; and*

**WHEREAS,** *child abuse and neglect not only directly harm children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and*

**WHEREAS,** *child abuse and neglect is a community problem that can be reduced by making sure each family has the support of prevention programs created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and*

**WHEREAS,** *together we can strengthen and support families in raising their children in a safe, nurturing environment.*

**NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim April 2024 as:*

## **National Child Abuse Prevention Month**

**IN WITNESS WHEREOF,** *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-sixth day of March in the year of two-thousand and twenty-four.*

\_\_\_\_\_  
*Griff Martin, Mayor*

ATTEST:

\_\_\_\_\_  
*Sarah Bodensteiner, CMC, City Clerk*

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS**, *the Society for the Preservation and Encouragement of Barbershop Quartet Singing in America (SPEBSQSA), now known as the Barbershop Harmony Society, was founded in April 1938 and is celebrating its 86th anniversary; and*

**WHEREAS**, *the Barbershop Harmony Society promotes singing and harmonious relations in the United States and in many countries throughout the world; and*

**WHEREAS**, *the Cody Choraliers of the Leavenworth Chapter of the Barbershop Harmony Society are celebrating 54 years of barbershop harmony and community service in the Leavenworth area; and*

**WHEREAS**, *the Cody Choraliers work with the community to promote music education in the Leavenworth schools and entertain residents of and visitors to the First City of Kansas.*

**NOW, THEREFORE**, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim April 2024 to be:*

## Barbershop Harmony Month

**IN WITNESS WHEREOF**, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-sixth day of March in the year of two-thousand and twenty-four.*

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, City Clerk

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and*

**WHEREAS,** *the City of Leavenworth is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today many realty companies and associations support fair housing laws; and*

**WHEREAS,** *the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and*

**WHEREAS,** *equal housing opportunity is a condition of life in the City of Leavenworth that can and should be achieved.*

**NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim April 2024 to be:*

## Fair Housing Month *Celebrating 56 Years of Fair Housing*

**IN WITNESS WHEREOF,** *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-sixth day of March in the year of two-thousand and twenty-four.*

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk



**CALL TO ORDER** - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Griff Martin, Mayor Pro-Tem Holly Pittman, Commissioners Nancy Bauder, Edd Hingula and Jermaine Wilson.

**Staff members present:** Assistant City Manager Penny Holler, Finance Director Roberta Beier, Information Technology Director Marvin Sommerfeld, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

Mayor Martin asked everyone to stand for the pledge of allegiance followed by silent meditation.

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Wilson moved to accept the minutes from the February 27, 2024 regular meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Second Consideration Ordinance:**

**Second Consideration Ordinance No. 8236 Special Use Permit for Gas Station Use in North Neighborhood Redevelopment Overlay District at 300 N 4<sup>th</sup> Street** – Assistant City Manager Penny Holler reviewed the Ordinance. There have been no changes since first introduced at the February 27, 2024 regular meeting.

Mayor Martin called the roll and Ordinance No. 8236 was unanimously approved.

**Second Consideration Ordinance No. 8237 Special Use Permit 920 N 14<sup>th</sup> Street for Two-Family Dwelling in R1-6 Zoning District** – Assistant City Manager Penny Holler reviewed the Ordinance. There have been no changes since first introduced at the February 27, 2024 regular meeting.

Mayor Martin called the roll and Ordinance No. 8237 was unanimously approved.

**Second Consideration Ordinance No. 8238 Development Regulations Text Amendments** – Assistant City Manager Penny Holler reviewed the Ordinance. There have been no changes since first introduced at the February 27, 2024 regular meeting.

Mayor Martin called the roll and Ordinance No. 8238 was unanimously approved.

**Second Consideration Ordinance No. 8239 Amending Chapter 2, Article II of the Leavenworth Code of Ordinances** – Assistant City Manager Penny Holler reviewed the Ordinance. There have been no changes since first introduced at the February 27, 2024 regular meeting.

Mayor Martin called the roll and Ordinance No. 8239 was unanimously approved.

**Public Comment:** *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Darrell Spratt, 721 Michigan:

- Emergency/crisis preparedness is important
- Concerned about infrastructure crises; banks closing, people losing their life savings, stock market crashing, etc.
- Asked about plans for infrastructure crisis
- Mentioned AT&T outage and inability to make contact with anyone

**General Items:**

**Cancellation of Taxable Industrial Revenue Bonds, Series 2021 (Luxury & Imports Project)** – Assistant City Manager Penny Holler presented for consideration approval of the Certificate of Termination for the Taxable Industrial Revenue Bonds, Series 2021 (Luxury & Imports Project). The City of Leavenworth issued Taxable Industrial Revenue Bonds, Series 2021 (Luxury & Imports Project) (the “Bonds”) in the aggregate maximum principal amount of \$2,750,000 on February 24, 2021. The project financed with the proceeds of the Bonds has been completed and in accordance with the Bond Trust Indenture, *that upon completion of the project and the payment of all costs thereof, the Bonds were cancelled.* The Bonds are deemed paid and discharged, and the City must consent to and certify that the Base Lease and Lease Agreement and all associated financing statements and obligations are deemed satisfied, and all liens and obligations are fully terminated and released. Since the Project is complete and the Trust Indenture requires the cancellation of the Bonds, the approval of the Certificate of Termination completes this project and officially cancels the Bonds. The Bonds are not a financial obligation of the City, but the City did serve as the conduit issuer of the Bonds on behalf of the Borrower.

Commissioner Bauder moved to approve the Certificate of Termination for the Taxable Industrial Revenue Bonds, Series 2021, as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Cereal Malt Beverage License for Little Bar at 1431 10<sup>th</sup> Avenue** – City Clerk Sarah Bodensteiner presented for consideration approving the issuance of a 2024 Cereal Malt Beverage (CMB) License to Little Bar, located at 1431 10<sup>th</sup> Avenue. Due to the recent passing of Little Bar owner Michael Malec, a new Cereal Malt Beverage License is required for the new owner to continue the locations operations. New owner, Stephen Malec has submitted the application for an on premise consumption Cereal Malt Beverage License for the location in town. The Police Department has reviewed and approved the application.

Commissioner Pittman moved to approve the issuance of a 2024 on premise consumption Cereal Malt Beverage License for Little Bar, located at 1431 10<sup>th</sup> Avenue. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Finance Department Policy Updates and Grant Management Policy** – Finance Director Roberta Beier reviewed the updates to the Finance Department Policies and a new Grant Management Policy.

- Budget Policy
  - Updated to include Revenue Neutral Rate Hearing requirements
  - Timeline was updated to meet the State's budget timeline requirements

- Budgetary Reserve Policy
  - Added a 30% reserve target for the General Fund
  - Added a 16% minimum reserve and 30% reserve target for the Refuse Fund
- Capital Asset Policy
  - Added a reference to restatement of leases and subscription based IT arrangements to be in compliance with GAAP
  - Updated approval amount in accordance with the updated Purchasing Policy
- Debt Management Policy
  - No notable changes
- Investment Policy
  - No notable changes to policy, though a system of written internal controls for the investment process was developed. It has been reviewed by the City Manager
- Revenue Control Policy
  - Shortened the introduction to remove unnecessary language meant to justify the need for a Revenue Control Policy
- Capital Improvement Planning and Equipment Replacement Policy
  - Changed the name to include Equipment Replacement
  - Updated approval amounts in accordance with the updated Purchasing Policy
  - Removed excerpt from the Budgetary Reserve Policy
  - The reference to the Budgetary Reserve Policy is sufficient
  - Removed the CIP Calendar and referred to the Budget Policy, which includes the CIP process

A Grant Management Policy was drafted. The primary purpose of the policy is to ensure the Finance Department and City Manager are aware of all new grant requests. In addition, the policy requires City Commission approval of new grants that have matching requirement over \$50,000. A fillable pdf form was created that must be completed for all new grant requests.

Commissioner Wilson moved to approve the updated Finance Policies and the new Grant Management Policy to be effective March 12, 2024. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

### **Bids, Contracts and Agreements:**

**Consider Award of Bid for CDBG Sidewalk Improvements Project** – Public Works Director Brian Faust presented for consideration approval of the 2024 CDBG Sidewalk Improvements Project on Dakota Street. This project is part of the on-going sidewalk repair and replacement work funded by the City's portion of the countywide sales tax. The project will complete a section of sidewalk on Dakota Street from 4<sup>th</sup> Street to Cheyenne Curve. In addition to dedicated sidewalk funding, Community Development is providing CDBG funding to assist with the project. By using CDBG funding, this project is subject to federal regulations and environmental review and request for release of funds from HUD. Project plans were prepared and advertised for bid. Bids were opened on February 20, 2024. The project is expected to begin no later than April 1<sup>st</sup> with completion in 30 calendar days. The project consists of new ADA compliant ramps, sidewalks, curbs and drive entrances along the north and south sides of Dakota Street from 4<sup>th</sup> east to the Cheyenne Curve. The total project cost is \$69,415.00. There is CDBG funding available in the amount of \$73,816.57. The CDBG Funds will cover the entire cost of the project.

Mayor Martin:

- Asked what disqualified one of the bidders from the project

Mr. Faust:

- Bidders needed an active registered UEI number due to this project utilizing CDBG Funds

Commissioner Bauder moved to award the 2024 CDBG Sidewalk Improvements Project to Linaweaver Construction, in an amount not to exceed \$69,415.00. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Award of Bid to Replace #2 Grit Classifier** – Public Works Director Brian Faust presented for consideration approval of the bid to replace the Grit Screw Classifier #2. The Grit Classifier is used to clean and remove inorganic material from the waste stream. The classifier carries the inorganic material from the cyclone separator and drops it into a roll off dumpster. There are two different grit systems in the treatment system for Leavenworth. We are currently running on one grit system which is putting unnecessary stress on the overall grit removal system. The current Grit system was installed as part of the 2004 Phase 1 project and is obsolete. Replacement parts and installation for current system will cost approximately \$90,000 with limited warranty. If there is another failure, parts will be extremely hard to obtain. By upgrading to the new system, parts will be easily accessible and a warranty is included. Bids were requested for replacement of the grit classifier and opened on February 29, 2024. The 2024 CIP included \$150,000 for replacement of the Grit Classifier. Anticipated delivery time is fourteen to sixteen weeks after the order is placed.

Commissioner Hingula moved to approve the bid for the replacement of Grit Classifier #2 with JCI Industries, LLC, in an amount not to exceed \$139,530.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Award of Bid for Cab and Chassis with Aerial Device** – Public Works Director Brian Faust presented for consideration approval of the bid for the new bucket truck for the Traffic Division. The 2024 CIP included funding for the purchase of a new bucket truck. This truck will be used to maintain our traffic signals as well as City-owned street lights. The vehicle currently being used is a 2012 truck with a shorter aerial length that limits our ability to maintain City-owned street lights. Specifications were prepared and bids were requested. The bid opening was held on March 1, 2024. The CIP included \$195,525 for the bucket truck, with the low bid coming in under the budgeted amount. The anticipated delivery time is six to eight weeks after the order is placed.

Commissioner Bauder moved to approve the bid for one new 2023 Cab and Chassis with a 40-ft. aerial device from Crane Works, in an amount not to exceed \$189,909.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Award of Bid for Crack Seal Machine** – Public Works Director Brian Faust presented for consideration approval of bid for the purchase a new Crack Seal Machine for the Street Division. The 2024 CIP included funding for a new crack seal machine to replace the 2005 model currently in use. Specifications were prepared and bids were requested. The bid opening was held on March 1, 2024. The CIP included \$103,262 for the crack seal machine, with the low bid coming in under the budgeted amount. The anticipated delivery time is six weeks after the order is placed.

Commissioner Wilson moved to approve the bid for one new Crack Seal Machine from Sealmaster KC, in an amount not to exceed \$86,893.65. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Award of Bid for 2024 Pavement Management Program (Mill & Overlay Project)** – Public Works Director Brian Faust presented for consideration award of bid for the Mill & Overlay program of the 2024 Pavement Management Project. Many of the streets selected were on the verge of needing complete reconstruction if a mill/overlay was not performed in the very near future. The streets were evaluated using both actual field observation and their Pavement Condition Index. The components of the 2024 program include mill and overlay and minor upgrades to a parking lot. The Mill & Overlay Program for 2024 includes the City streets:

- Shrine Park Road (McDonald Road to Limit Street)
- 10<sup>th</sup> Avenue (180' North of Eisenhower Road to 65' South of Muncie Road)
- 10<sup>th</sup> Avenue (200' North of Limit Street to 100' North of Vilas Street)
- Limit Street (50' West of Broadway Terrace to Shrine Park Road)
- Oregon Street (Lakeview Circle to Lakeview Drive)
- 17<sup>th</sup> Terrace (Dead End to Thornton Street)
- 5<sup>th</sup> Avenue (Michigan Street to Middle Street)
- Oak Street (West 7<sup>th</sup> Street to 7<sup>th</sup> Street)
- Short Street (65' South of Intersection of West 7<sup>th</sup> Street to 7<sup>th</sup> Street)
- 2<sup>nd</sup> Street (120' North of Chestnut Street to 3 Mile Creek Bridge)
- Shawnee Street (20<sup>th</sup> Street to 15<sup>th</sup> Street)
- 7<sup>th</sup> Street (Shawnee Street to Seneca Street)
- 7<sup>th</sup> Street (Delaware Street to Shawnee Street)
- 7<sup>th</sup> Street (Cherokee Street to Delaware Street)
- 7<sup>th</sup> Street (3 Mile Creek Bridge to Cherokee Street)
- Kiowa Street (7<sup>th</sup> Street to 4<sup>th</sup> Street)
- Dakota Street (Broadway Street to 7<sup>th</sup> Street)
- Pawnee Street (Broadway Street to 7<sup>th</sup> Street)
- Cheyenne Street (13<sup>th</sup> Street to 11<sup>th</sup> Street)
- City Park Lot (Kiowa Street & 4<sup>th</sup> Street – Richard Allen Cultural Center & Museum)

The project plans were prepared and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. Bids were opened on March 6, 2024. Little Joe's Asphalt met all the bidding requirements and has previously performed mill & overlay work for the City.

Commissioner Bauder moved to award the base bid and three (3) alternates for the 2024 Pavement Management Program – Mill & Overlay Project to Little Joe's Asphalt in an amount not to exceed \$1,804,176.98. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Approval of Network Switches Replacement and Installation Project** – Information Technology Director Marvin Sommerfeld presented for consideration approval of purchase and installation of the Network Switches replacement. The current Cisco switches are reaching end of life end of support. End of life hardware means vendors stop creating and delivering updates for end of support hardware. These

network switches will become a security risk for the City and we will not be able to purchase maintenance or support. City policy authorizes leveraging cooperative contracts to streamline the acquisition process and receive competitive pricing. ISG was awarded and installed the current switches. The ISG team has the experience and knowledge of our network to complete this upgrade. This item was budgeted for in the 2023 CIP for \$86,000.00. The NASPO contract pricing is \$105,907.98. The additional cost will be funded by reserves in the CIP sales tax fund. Completing this project will allow us to increase our bandwidth between City Hall and the Justice Center.

Commissioner Bauder:

- Asked when was the last switch update
- Will there be downtime

Mr. Sommerfeld:

- 5 or 6 years ago
- There will be down time; we'll work evenings/weekends to accommodate the downtime

Commissioner Hingula:

- Asked how long will the new switches last or become obsolete

Mr. Sommerfeld:

- That hasn't been announced yet, but about 5 or 6 years

Mayor Martin:

- Asked what the difference in the costs from 2023 to now can be attributed to

Mr. Sommerfeld:

- The hardware cost increased considerably

Commissioner Pittman:

- Asked if there was enough to cover the difference

Ms. Holler:

- The CIP sales tax fund can cover the additional cost

Commissioner Hingula moved to approve the Network Switches Replacement and Installation Project with ISG Technology, in an amount not to exceed \$105,907.98. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Approval of Storage Area Network (SAN) Replacement Project** – Information Technology Director Marvin Sommerfeld presented for consideration approval to replace the Nimble SAN and host servers with the Alletra SAN. A SAN is a highly efficient, organized service for storing all our virtual servers and data. A SAN combines servers, hard drives, networking switches, software and services. The SAN is the hard drive and servers for most of the city applications. The current HPE Nimble storage SAN are reaching end of life end of support. End of life hardware means vendors stop creating and delivering updates for end of support hardware. These servers and storage will become a security risk for the City. The ISG team has the experience and knowledge of our network to complete this upgrade. This item was budgeted for in

the 2024 CIP for \$400,000. The NASPO contract pricing is \$448,122.98. The additional cost will be funded by reserves in the CIP sales tax fund.

Mayor Martin:

- Asked if anything will be noticeably different
- Asked if there is anything we can look at for other options in the future from the vendor

Mr. Sommerfeld:

- There will be more encryption on the backend, but the front end won't see a difference
- Having staffing would help with that and we can look at other options for future projects

Commissioner Bauder moved to approve the Storage Area Network (SAN) Replacement Project with ISG Technology, in an amount not to exceed \$448,122.98. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

### **Staff Report:**

**Emergency Management Briefing** – Leavenworth County Emergency Management Director Chuck Magaha provided a briefing on emergency preparedness and response functions in Leavenworth. Items of discussion included:

- Department of 3 for Emergency Management with 50 volunteers: help during severe weather and communications
- Charged with planning of emergency management plans
- State of Kansas only recognizes the County's Emergency Management Plan
- Any plan the City would put in place, must mesh into the County Plan
- Looking at what they can do in terms of communications, most notably the AT&T outage
- How prepared is your house, family, business, etc.
- Ask folks to have 72 hours of a preparedness kit for families
- Discussed the Linwood tornado and how preparedness worked for that incident
- Continuity of services plan

Commissioner Pittman:

- Asked how Emergency Management works for example when the river floods

Mr. Magaha:

- It is a joint coordinated effort
- Met with the Public Works Director at City Hall and also brought in county resources to help with sandbags

Commissioner Wilson:

- Asked what he would have done different with the Linwood tornado

Mr. Magaha:

- Consistency is key, between text alerts, weatherman, outdoor warning system
- Better sheltering process when shelter options were limited

Mayor Martin:

- Asked what happens when emergency services (Police and Fire) are exhausted, who helps out

Mr. Magaha:

- He can deploy teams from all over the state to come to an area to provide services and assistance

Commissioner Hingula:

- Asked if the Fort is included with any emergency plans with the City or County

Mr. Magaha:

- For fire yes, but police is different with rules/regulations
- If there is a life or death situation we can get access from the Fort

**Consent Agenda:**

Commissioner Hingula moved to approve claims for February 23, 2024, through March 7, 2024, in the amount of \$1,507,251.40; Net amount for Payroll #4 effective February 23, 2024, in the amount of \$406,035.97 (Includes Police & Fire Pension in the amount of \$7,491.38). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Other:**

- Commissioner Hingula:
- Noted the St. Patrick's Day Parade is on Sunday, starts at 1pm

Commissioner Pittman:

- Wished everyone a fun and safe time at the parade

Commissioner Bauder:

- Mentioned the Stand Up for Children bracelet for Child Abuse prevention month in April
- Be thinking of service agencies who protect our children

Commissioner Wilson:

- Wished everyone a happy St. Patrick's Day

Mayor Martin:

- Wished everyone a great week and happy St. Patrick's Day

**Executive Session – Security Measures that Protect a Public Body or Agency** – Mayor Martin moved to recess into executive session for a period of 15 minutes for the purpose of discussing security measures pursuant to the *discussion of matters relating to security measures that protect a public body or agency, public building or facility or the information system of a public body or agency* exception per K.S.A. 75-4319 (b) (12) (C). The City Commission, Assistant City Manager and Director of Information Technology will be present. The open meeting will resume in the City Commission Chambers at 7:29 p.m. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

The City Commission returned to open session at 7:29 p.m.

**Adjournment:**

Commissioner Wilson moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:29 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**MAYOR'S APPOINTMENTS**

**MARCH 26, 2024**

**Mayor Martin**

*"Move to*

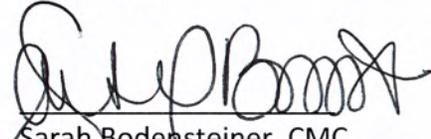
*Reappoint to the **Leavenworth County Port Authority** Greg Kaaz to a term ending March 25, 2028."*

**Requires a second and vote by the Governing Body.**

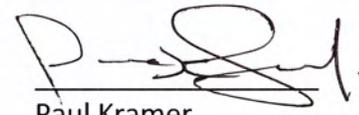
**POLICY REPORT**  
**RESOLUTION B-2362 AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF**  
**GENERAL OBLIGATION BONDS SERIES, 2024-A OF THE CITY**  
**OF LEAVENWORTH, KANSAS**

**MARCH 26, 2023**

Prepared by:

  
Sarah Bodensteiner, CMC  
City Clerk

Reviewed by:

  
Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to consider a resolution authorizing and providing for the public sale of General Obligation Bonds, Series 2024-A, for the construction, furnishing, and equipping of a new Fire Station No. 3.

As outlined in Section 1 of the Resolution:

That it is hereby determined to be necessary and it is hereby authorized, directed and ordered, that the Bonds of the City shall be sold at public sale and in the manner provided by law, on Tuesday, April 23, 2024, at 10:00 a.m. C.D.T.

- The Bonds shall be in the approximate principal amount of Five Million Dollars (\$5,000,000) and shall be dated May 9, 2024.

The bond sale will be on Tuesday, April 23, 2024 at 10:00 a.m. C.D.T. The results will be presented to the City Commission the same evening.

**ACTION REQUIRED:**

Adopt Resolution B-2363 authorizing and providing for the public sale of General Obligation Bonds, Series 2024-A of the City of Leavenworth, Kansas.

**RESOLUTION NO. B-2362****A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2024-A OF THE CITY OF LEAVENWORTH, KANSAS (THE "CITY"); SETTING FORTH THE DETAILS OF SAID SALE AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.**

**WHEREAS**, the City of Leavenworth, Kansas, (the "City") has the authority to erect or construct, acquire by gift, purchase, condemnation or lease a public building or buildings and procure any necessary site therefor by gift, purchase or condemnation and may alter, repair, reconstruct, remodel, replace or make additions to, furnish and equip a public building or buildings for public purposes pursuant to K.S.A. 12-1736 et seq., as amended (the "Act"); and

**WHEREAS**, the City pursuant to Resolution No. B-2335 of the City adopted May 9, 2023, authorized the demolition of its existing Fire Station No. 3 located at the intersection of 2nd and Limit Streets in the City, clearing the site thereof, and the construction, furnishing, and equipping of a new Fire Station No. 3 on such site in the total estimated amount of \$5,000,000 (the "Project"), to be financed in whole or in part from proceeds of the City's general obligation bonds issued in accordance with the requirements of the Act; and

**WHEREAS**, the City has found and hereby determines it necessary and advisable to issue and sell General Obligation Bonds, Series 2024-A, (the "Bonds") for the purposes of permanently financing all or a portion of the costs of the Project and paying the cost of issuing the Bonds; and

**WHEREAS**, in order to assist the City in the sale of the Bonds, it has retained the services of Raymond James & Associates, Inc., Leawood, Kansas, as Municipal Advisor, and Nichols and Wolfe Chartered, Topeka, Kansas, as Bond Counsel, to assist the City in the sale of such bonds and the preparation of necessary offering materials in connection therewith.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:**

**Section 1.** That it is hereby determined to be necessary, and it is hereby authorized, directed and ordered, that the Bonds of the City shall be sold at public sale and in the manner provided by law, on Tuesday, April 23, 2024, at 10:00 a.m. C.D.T. The Bonds shall be in the approximate principal amount of Five Million Dollars (\$5,000,000) and shall be dated May 9, 2024.

**Section 2.** That it is hereby further authorized, ordered and directed that the Summary Notice of Bond Sale in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Leavenworth Times, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

**Section 3.** That the Mayor and other officers of the City are hereby authorized to provide for the preparation of an Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Official Statement, with such

changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Bonds.

**Section 4.** That the officers and representatives of the City are hereby authorized and directed, after consultation with Raymond James & Associates, Inc., as Municipal Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Bonds.

**Section 5.** That it is hereby further authorized, ordered and directed that copies of the Official Statement, Official Notice of Bond Sale, and the City's bid form for this issue of Bonds, be distributed to prospective bidders of the Bonds.

**ADOPTED THIS** 26th day of March, 2024.

CITY OF LEAVENWORTH, KANSAS

{Seal}

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, City Clerk

POLICY REPORT NO. 24-20

RECOMMENDING THE CITY RESCIND THE BID AWARD  
FOR THE 2023 RAM 5500 AERIAL TRUCK WITH ARTICULATING TELESCOPIC DEVICE  
BID #01ST-2024-03  
PUBLIC WORKS DEPARTMENT - STREET DIVISION

March 26, 2024

Prepared by:

  
\_\_\_\_\_  
Brian Faust, P.E.,  
Director of Public Work

Reviewed by:

  
\_\_\_\_\_  
Paul Kramer  
City Manager

**Issue:**

During the March 12, 2024 meeting, the Commission approved a recommendation from staff to purchase an aerial truck from Crane Works in the amount of \$189,909. Staff notified Steve Warner from Crane Works on March 14th that the purchase was approved. Even though Mr. Warner attended the bid opening and talked about when he would deliver the truck, he stated that they already sold the truck to someone else. He stated that they could get us a different truck for \$211,000. After the City requested a letter from Crane Works stating that they would honor their bid, we received an email stating they made an 'accounting error' and they could not sell the truck for under cost.

Based on their unwillingness to honor their bid, staff is recommending the award of the bid for the 2023 Ram 5500 Aerial Truck from Crane Works be rescinded.

**Staff Recommendations:**

Staff recommends that the City Commission rescind the bid award for the purchase of a 2023 Ram 5500 Aerial Truck from Crane Works, 100 S. Paniplus Dr., Olathe, KS 66061.

POLICY REPORT NO. 24-21

CONSIDER AWARD OF  
2023 CAB AND CHASSIS WITH 40-FT. AERIAL DEVICE  
BID # 01ST-2024-03  
PUBLIC WORKS DEPARTMENT - STREET DIVISION

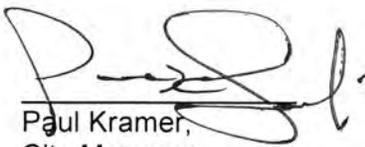
MARCH 26, 2024

Prepared by:

Reviewed by:

\_\_\_\_\_  
Derek Burleson,  
Operations Superintendent

  
\_\_\_\_\_  
Brian Faust, P.E.,  
Director of Public Works

  
\_\_\_\_\_  
Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of the bid for the purchase of a new cab and chassis with a 40-ft. aerial device (bucket truck) for the Street Division.

**BACKGROUND:**

The 2024 CIP included funding for the purchase of a new bucket truck. This truck will be used to maintain our traffic signals as well as City-owned street lights. The vehicle currently being used is a 2012 truck with a shorter aerial length that limits our ability to maintain City-owned street lights. The existing truck may be transferred to another department or sold on Purple Wave.

During the March 12, 2024 meeting, the Commission approved a recommendation from staff to purchase an aerial truck from Crane Works in the amount of \$189,909. Based on Crane Works inability to provide the truck they bid at the bid price, staff is recommending approval of the bid from Altec Industries.

The bid opening was held on March 1, 2024 with two (2) bids received.

Crane Works:	\$189,909 (Crane Works will not honor their bid)
Altec Industries:	\$216,835

The equipment from Altec is a 2024 Ford F600 –AT41M with a projected delivery date of June 2024.

**BUDGET IMPACT:**

The 2024 CIP included \$195,525 for the bucket (aerial) truck. The bid from Altec is \$21,310 over the budgeted amount. The additional funding will be made up from other CIP equipment that came in under budget.

- 1) Crack seal machine: under budget by \$16,368.
- 2) Paving equipment: under budget by \$54,900.

**STAFF RECOMMENDATIONS:**

Staff recommends that the City Commission accept the bid from Altec Industries, 1550 Aerial Ave, Creedmoor, NC for a 2024 F600 Cab and Chassis with a 40-ft. aerial device in the amount of \$216,835.

**ATTACHMENTS:**

CIP Sheet  
Bid Forms

**Capital Improvements Program  
2024 - 2028  
Public Works - Street Equipment**

**Purpose:**

This allocation provides funding for the scheduled replacement of several pieces of streets equipment through 2026 in accordance with our Vehicle and Equipment Replacement Policy (VERP). The Public Works department plans for a 10-14 year lifespan for most Streets equipment in an attempt to provide consistency and predictability for the budget.

Source	Comments	Year	Requested	Projected
Sales Tax	Replacement of 2005 Crack-seal machine	2024	\$ 103,162	\$ 103,162
Sales Tax	Paving Equip. (Pavijet, skid steer attachments)	2024	129,800	129,800
Sales Tax	Replacement of 2012 Ford F-550 aerial truck	2024	195,525	195,525
Sales Tax	Replacement of 1993 Ford flush truck	2025	85,000	85,000
Sales Tax	Replacement of 2015 Freightliner dump truck	2025	165,000	165,000
Sales Tax	Replacement of 2006 Vactron-tow behind	2025	35,000	35,000
Sales Tax	Replacement of 2011 International dump truck	2026	165,000	165,000
Sales Tax	Replacement of 2010 Freightliner dump truck	2026	165,000	165,000
			<b>\$ 1,043,487</b>	<b>\$ 1,043,487</b>

Uses	Comments	Year	Requested	Projected
Public Works - Streets	Replacement of 2005 Crack-seal machine	2024	\$ 103,162	\$ 103,162
Public Works - Streets	Paving Equip. (Pavijet, skid steer attachments)	2024	129,800	129,800
Public Works - Streets	Replacement of 2012 Ford F-550 aerial truck	2024	195,525	195,525
Public Works - Streets	Replacement of 1993 Ford flush truck	2025	85,000	85,000
Public Works - Streets	Replacement of 2015 Freightliner dump truck	2025	165,000	165,000
Public Works - Streets	Replacement of 2006 Vactron-tow behind	2025	35,000	35,000
Public Works - Streets	Replacement of 2011 International dump truck	2026	165,000	165,000
Public Works - Streets	Replacement of 2010 Freightliner dump truck	2026	165,000	165,000
			<b>\$ 1,043,487</b>	<b>\$ 1,043,487</b>



Crack seal machine



Tandem-axle dump truck



Flush truck



Pavijet mini street paver

**CITY OF LEAVENWORTH  
SPECIFICATIONS FOR  
2024 40 ft. Truck with Articulating Telescopic Aerial Device with Material Handler with  
1000# capacity  
For The Traffic Division  
For The City of Leavenworth, Kansas 66048  
BID #01ST-2024-03**

**TRADE IN MAKE & MODEL** 2012 FORD F550 2-TON  
**VIN** 1FDUF5HT9CEC57060

**MILEAGE** 57769.6 Trade-In Value: \$7,500.00

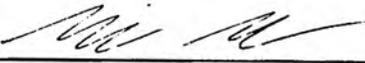
**MAKE AND MODEL:** 2024 Ford F600 - AT41M

**PRICE \$** Total Price: \$216,835.00 Total Price with Trade-In: \$209,335.00

**FIRM SUBMITTING BID:** Altec Industries, INC

**ADDRESS:** 1550 Aerial Ave

**CITY, STATE & ZIP CODE:** Creedmoor, NC 27522

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** Will Bledsoe

**TELEPHONE NUMBER:** 919-225-0428 **FAX NUMBER:** 919-764-4015

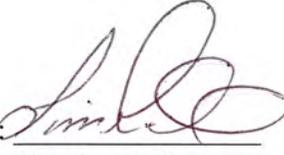
**PROJECTED DELIVERY DATE:** June 2024

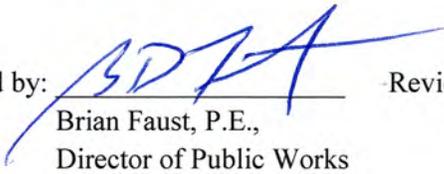
**DATE BID EXPIRES:** 4-15-2024

**SPECIAL NOTES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POLICY REPORT NO. 24-19**  
**WATER POLLUTION CONTROL (WPC) DIVISION**  
**PURCHASE OF ULTRAVIOLET LAMPS FROM RAY LINDSEY COMPANY**

**March 26, 2024**

Prepared by:   
Tim Guardado,  
WPC Superintendent

Reviewed by:   
Brian Faust, P.E.,  
Director of Public Works

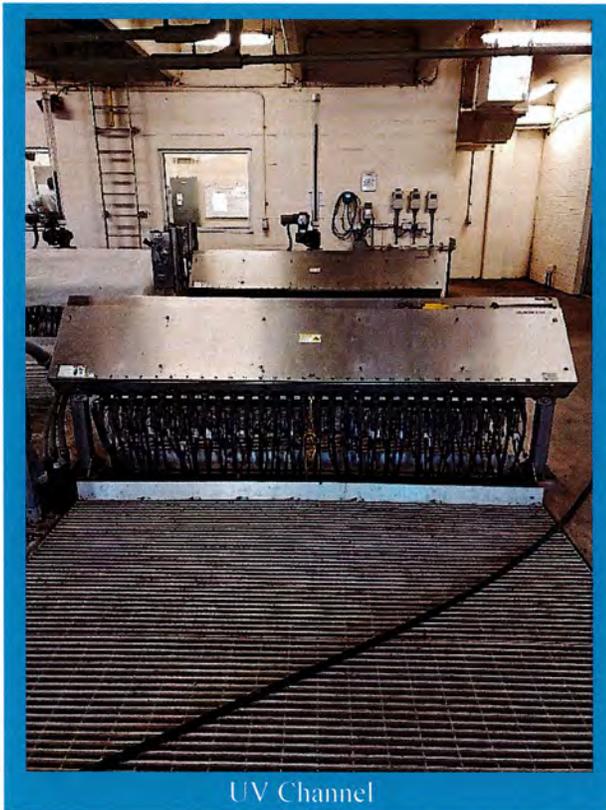
Reviewed by:   
Paul Kramer,  
City Manager

**ISSUE:**

Consider the purchase of 480 Low-Pressure, High-Volume Ultraviolet (UV) Lamps and associated parts to replace all lamps in Channel #1 of our Trojan 3000plus UV system.

**BACKGROUND:**

The Ultraviolet disinfection system was placed in service in 2012. New lamps are warranted for 12,000 hours or 36 months from the date of purchase. The current lamps were replaced in 2017 and have 11,847 hours on them.



In an effort to save on the cost of replacing lamps, the City has maintained a steady flow to UV system by installing Variable Speed Drives (VSDs) for several of our upstream pumps. This has resulted in less on- and-off cycles of the lamps meaning fewer hour and fewer chances of lamps and ballast burning out. Staff has also worked with Ray Lindsey Company to reprogram the lighting controller. This adjusts the number and intensity of the lamps that are on at any one time, further reducing hours on the lamps and extending their operational life. These efforts have bought another couple of years on each channel.

Parts requiring replacement:

- 48 Wiper Seal Kits (\$383.80 per kit)
- 480 lamps (\$311.75 per lamp)
- 48-10 pack sleeve sealing O-rings (\$3.45 per pack)

WPC staff will remove and replace lamps to eliminate 3rd-party installation costs.

City staff has looked for cooperative pricing with the Mid-America Regional Council. We have found no such contracts out there. Staff has also looked at using a 3rd-party vendor that can provide lamps meeting the equipment specifications.

During the December 13, 2022 meeting, the Commission authorized staff to purchase lamps from EPEC Water, a 3rd-party vendor. These lamps were less expensive, but had a similar warranty and specifications. During that meeting, staff stated that they would monitor the performance of the 3rd-party lamps to determine if they were actually more cost effective and meeting our permit requirements compared to the original manufacturer.

During the trial period, we have identified two fairly significant issues with the 3rd-party lamps:

- 1) Lamps burning out prematurely – using significant staff time to remove and replace.
- 2) The longer the lamps ran (over a two-month span), the E-coli numbers approached and then began to exceed the permit limits set forth by the State of Kansas.

WPC staff reverted back to another channel with older Trojan Technologies lamps to keep the plant under permit levels. Based on our experience with the EPEC Water UV lamps, staff feels that the increased burn out rate and associated staff time and the issues involving approaching and exceeding permit limits, necessitates moving back to the original lamp manufacturer.

**BUDGET IMPACT:**

The purchase of the lamps for Channel #1 was included in the 2023 CIP. The budget shown on the attached CIP sheet is \$140,000. This value was lowered to \$90,000 based on the 2022 cost for the replacement EPEC Water UV lamps. New lamps from the original supplier, Trojan Technologies, will cost \$168,228. While this is \$78,228 over the revised CIP, there are sufficient reserves in the Sewer Fund to cover this cost.

**RECOMMENDATION:** Staff recommends the City Commissioners approve the purchase of 480 UV lamps manufactured by Trojan Technologies with the associated parts and supplies for a cost not to exceed \$168,228.

**OPTIONS/ALTERNATIVES:** The City Commission can accept the bid as recommended by City Staff, or can ask the staff to re-bid.

**ATTACHMENTS:**

2023 CIP Sheet

Quote from Trojan Technologies

**Capital Improvements Program  
2023 - 2027**

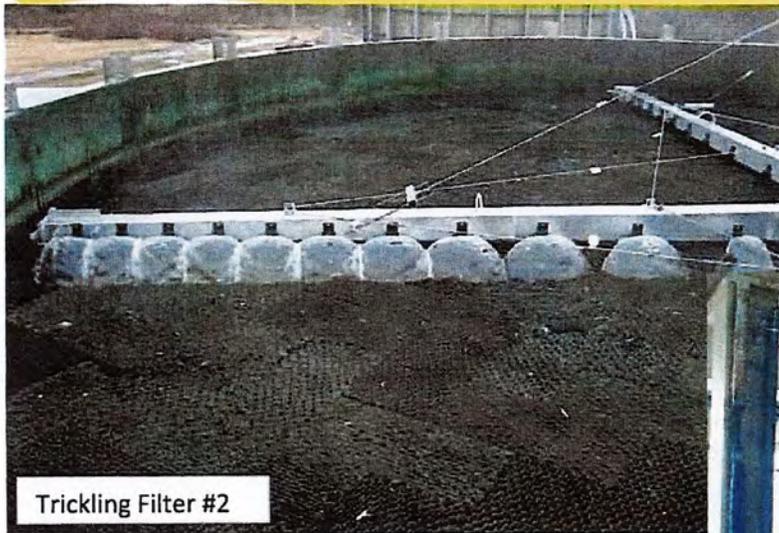
**Sewer - Waste Water Treatment Plant Improvements and Repairs**

**Purpose:**

This allocation provides for the replacement and improvement of critical equipment at the Waste Water Treatment Plant, asphalt repair at the WWTP, the purchase and construction of a utility storage building, and the purchase of UV lights (3rd of 3 installments).

Source	Comments	Year	Requested	Projected
ARPA funds		2023	3,000,000	3,000,000
Sewer Fund Operating Budget		2023	4,000	4,000
		2024	-	-
		2025	-	-
		2026	-	-
		2027	-	-
			<b>\$ 3,004,000</b>	<b>\$ 3,004,000</b>

Uses	Comments	Year	Requested	Projected
WWTP	Trickling filter #1 media replacement	2023	\$ 2,258,000	\$ 2,258,000
WWTP	Replace air handling unit - main buildings	2023	160,000	160,000
WWTP	Lift station repairs	2023	80,000	80,000
WWTP	Belt press repairs	2023	80,000	80,000
WWTP	Overhead heaters in all buildings	2023	11,000	11,000
WWTP	Mixing system for holding tank - WWTP	2023	100,000	100,000
WWTP	Asphalt resurfacing	2023	50,000	50,000
WWTP	Utility storage building	2023	125,000	125,000
WWTP	Third installment of UV light replacement	2023	140,000	140,000
		2024	-	-
		2025	-	-
		2026	-	-
		2027	-	-
			<b>\$ 3,004,000</b>	<b>\$ 3,004,000</b>



Trickling Filter #2



Belt Press



**QUOTATION**  
**QO0010789**

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

Sold to  
**CITY OF LEAVENWORTH - WPC**  
**1800 2ND AVE**  
**Leavenworth KS 66048-4464**  
**UNITED STATES**

Ship to  
**CITY OF LEAVENWORTH - WPC**  
**1800 2ND AVE**  
**Leavenworth KS 66048-4464**  
**UNITED STATES**

Customer Service Contact: [tuvcustomerservice@trojantechnologies.com](mailto:tuvcustomerservice@trojantechnologies.com)

Payment Terms : 0% / 00 / 30 net  
Delivery Terms :  
Carrier/LSP :

Internal Sales Rep : Erin Johnson  
Customer No. : 100004237  
Reference :  
Quote Date : 02-28-2024  
Quote Expiry Date : 03-29-2024

**TIM GUARDADO 913-682-1090**  
**TGUARDADO@FIRSTCITY.ORG**

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-ORD LAMP P, GA64T6HE ANGLE BASE	480.00	311.75/	EA	311.75 149,640.00	0.00% 0.00	149,640.00
20	316144P O-RING, SLEEVE SEAL UV3+	48.00	3.45/	EA	3.45 165.60	0.00% 0.00	165.60
30	327122-010 SEAL KIT, UV3+07 CAN 010 BULK	48.00	383.80/	EA	383.80 18,422.40	0.00% 0.00	18,422.40
40	FREIGHT FREIGHT & HANDLING FREIGHT CHARGES WILL APPLY	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00

Goods	168,228.00	Discount	0.00	Tax Amount		Total USD
Costs	0.00	Subtotal	168,228.00	0.00		168,228.00

POLICY REPORT PWD NO. 24-15

CONSIDER AWARD OF A DESIGN SERVICES CONTRACT WITH JEO CONSULTING GROUP  
FOR IMPROVEMENTS ON 4th STREET FROM REES STREET TO POPLAR STREET

KDOT PROJECT NO. 052 U-2509-01

CITY PROJECT NO. 2023-027

March 26, 2024

Prepared by:

Reviewed by:

  
Brian Faust  
Director of Public Works

  
Paul Kramer  
City Manager

**ISSUE:**

Consider award of a design services contract with JEO Consulting Group for the 4th Street Improvements (K-7 from Rees St. to Poplar St.). This project is part of the KDOT City Connecting Link Improvement Program for Surface Preservation (CCLIP-SP).

**BACKGROUND:**

In April of 2023, the City submitted a CCLIP-SP application to KDOT for a mill/overlay project on K-7/4th Street between Rees and Poplar. This is the area where Tire Town and Abeles Field is located.

KDOT notified the City in September of 2023 that our project was selected for funding. The CCLIP-SP is a cost share program with KDOT covering 85% of eligible costs while the City's share is 15%. The maximum KDOT contribution will be \$400,000. Costs that are not eligible are preliminary engineering, acquisition of rights-of-way (ROW), utility relocations and curb replacement. At this time, we do not envision additional ROW or utility relocations being required.

CCLIP-SP is a little different from other Bureau of Local Projects managed programs. All SP projects are City managed and City LET. This is the old KLINK program. Since the project will be City LET, the plans will be according to City criteria. This eliminates a number of steps that were required for the CCLIP-PR project through our downtown.

This project will consist of a mill/overlay, localized full-depth base repairs, spot curb and sidewalk replacement along with any needed ADA upgrades at ramps.

**POLICY:**

The City generally uses the Qualifications Base Selections process to select engineers for project design. The City posted a Request for Qualifications for design consultants and received four (4) submittals:

- JEO Consulting Group
- Affinis Corporation
- Wilson & Company
- BG Consultants

City staff reviewed and scored the four (4) submittals. A number of factors were used in the scoring, including the qualifications of the project manager, firm's knowledge and experience with KDOT projects, and their approach to the project.

Based on the final ranking, JEO Consulting Group was identified as the top firm. JEO has a number of offices including Overland Park, Lawrence and Topeka.

City staff worked with JEO to negotiate a detailed project scope of services along with an engineering fee for the work.

**BUDGET IMPACT:**

The engineering design work is a non-participating cost for the CCLIP-SP project. As such, the City will be responsible for the entire cost of the design. The design fee is a not to exceed amount of \$76,500. Funding is available in the Grant Matching Capital Projects Fund.

**RECOMMENDATION:**

Staff recommends that the City Commission authorize the Mayor to sign a Design Services Contract with JEO Consulting Group for the improvements to K-7/4th Street from Rees Street to Poplar Street in the amount of \$76,500.

**ATTACHMENTS:**

Design Services Contract  
KDOT Program Packet

**CITY OF LEAVENWORTH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**STANDARD AGREEMENT  
FOR  
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Leavenworth, Kansas (Owner) and JEO Consulting Group, Inc. (Engineer);

**WITNESSETH:**

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project. These services include providing engineering design and construction documents for the street resurfacing project on S. 4th Street (US-73/K-7) from Rees Street to Poplar Street; and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer. agree to the following:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Leavenworth

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Leavenworth Design Criteria and Drafting Standards of latest revision.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

**ARTICLE 5 – OWNER’S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

**ARTICLE 6 - SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

**ARTICLE 7 - PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

**ARTICLE 8 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

**ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

**ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

#### **ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: [JEO Consulting Group, Inc.]  
[534 South Kansas Avenue, Suite 1100, Topeka, KS 66603]  
[(785) 836-4141]

Owner: City of Leavenworth Engineering Division  
100 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048  
(913)-684-0375

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**ARTICLE 23 – RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. \_\_\_\_\_  
Project No. \_\_\_\_\_

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF LEAVENWORTH  
**Owner**

\_\_\_\_\_  
**Engineer**

\_\_\_\_\_  
**By:** Griff Martin

\_\_\_\_\_  
**By:**

Mayor  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**

**Attest:** \_\_\_\_\_  
City Clerk, Sarah Bodensteiner

**Attest:** \_\_\_\_\_

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas  
 Engineer: JEO Consulting Group, Inc.  
 Project Number & Name: KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project

**SCOPE OF SERVICES**

**BASIC SERVICES**

The project is specifically defined below:

JEO Consulting Group (“Engineer”) will provide the City of Leavenworth (“Owner”) with final design plans and cost estimates for mill & overlay, selective curb and sidewalk replacement and associated ADA ramp improvements. Milestone plan submittals will occur with the City of Leavenworth and KDOT’s Bureau of Local Projects. The general project area will include the south radius returns at Rees Street to a point near the curb inlets south of Poplar Street. The work is limited to minimal survey, field check, final plans, cost estimates and quality control reviews. Survey services will be supplemented by the available GIS information provided by the City, old plans and aerial mapping.

The Engineer agrees to provide the following services.

The scope of this agreement shall include the following tasks:

Task 100 – Project Management  
 Task 200 – Minimal Survey  
 Task 300 – Field Check Plans  
 Task 400 – Utility Coordination  
 Task 500 – Traffic Engineering Plans  
 Task 600 – Final Plans  
 Task 700 – Letting Assistance

**I. Task 100 - Project Management**

- A. Provide project management oversight over all facets and phases of the project.
- a. Provide oversight so scope of services and schedule are met.
  - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - c. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence.
  - d. Review billed hours by design team and prepare invoice statements for Owner.
  - e. Weekly updates via email, includes completed tasks, items in progress, City responsibilities, milestones, etc.

- B. Meet with the Owner for one (1) Project Kickoff Meeting/ on-site walk-thru to determine selective curb and sidewalk replacement locations, deep mill or full-depth placement, to review project requirements, and collect existing information. Existing data may include maps, GIS data, and other pertinent information. It is also anticipated that a discussion of known issues with the pavement (condition etc.) will take place at this time.
- C. Internal Quality Assurance and Quality Control reviews will occur at each milestone prior to submittals to the City/KDOT..
- D. Coordinate minimal survey efforts, meeting the KDOT CCLIP-SP project requirements; supplemented by GIS provided by the City, to create base map for design purposes.

## II. Task 200 – Topographic Survey

- A. Field Survey data will include:
  - 1. Document existing centerline alignment
  - 2. Locate Manhole lids, valve boxes, etc. within pavement area (no flowline elevation data)
  - 3. Utility One-Call, obtain utility locates (surface only) in the areas of ADA ramp improvements
  - 4. Start/stop of curb, sidewalk replacement
  - 5. Existing ADA ramps/sidewalks
  - 6. Survey books, benchmarks, section corners, property owner contacts, property research, or existing right of way, and other topographic features not otherwise described above are excluded from project scope.

## III. Task 300 – Field Check Plans

- A. JEO will develop field check plans (50% complete) and cost estimates based on aerial photographs, GIS data, supplemental field survey data and previously coordinated sidewalk, curb and curb ramp replacements.
  - 1. Title Sheet
  - 2. Typical Section Sheet
  - 3. General Notes Sheet
  - 4. Plan Sheets (1"=50' Scale)
  - 5. Standard Drawing Sheets – curb, sidewalk, ramps, street patch (full-depth)
  - 6. Summary of Quantity Sheets
  - 7. Start setting up Forms 1303, 1304, and 1307 (if needed)
- B. Cost estimate will be prepared for the Field Check submittal including appropriate contingency.
- C. Schedule and attend Field Check meeting to walk project site with city staff to confirm and comment on plans.
- D. Prepare and provide notes/comments from Field Check

## IV. Task 400 – Utility Coordination

- A. JEO will attend no more than two (2) utility meetings. These meetings occur on the 3<sup>rd</sup> Wednesday of each month at the Public Works Department to discuss current and upcoming construction projects city wide. Project specific utility meetings are not anticipated however, if determined necessary, additional time will be invoiced per hourly rate. Plans will be provided to the utilities.

## V. Task 500 – Traffic Engineering Plans

- A. Develop permanent pavement marking plans, including standard details

- B. Provide construction sequencing/phasing notes
- C. Include appropriate temporary traffic control standard drawings (detailed traffic control layouts are not included). Estimated temporary traffic control quantities are based on KDOT standard drawings.
- D. Address comments from City/KDOT during milestone reviews

**VI. Task 600 – Final Plan**

- A. Address comments from City/KDOT. Update Title Sheet, Typical Sections, Plan & Profiles.
- B. Update any standard drawing sheets that may have changed
- C. Complete design layout of ADA ramps to meet KDOT requirements
- D. Calculate quantities, update quantity and summary tables
- E. Updated quantities in cost estimate; finalize without contingency
- F. Finalize, compile and submit Final Plans (PS&E) to City/KDOT
- G. Respond and address City/KDOT comments
- H. Complete and submit Forms 1303, 1304, 1307 (if needed)
- I. Plans will generally follow KDOT style, however, CADConform and CAD indexing are not included in the project scope.
- J. Sign, seal, and submit Final Plans for Advertising/Letting

**VII. Task 700 – Bid Letting Assistance**

- A. JEO will respond to Request for Information and develop addendums if necessary.
- B. JEO will attend the bid opening, develop bid tabulation, and provide a letter of recommendation.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services may include, but are not limited to the following.

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

- A. Construction Engineering (CE) meeting KDOT requirements can be provided and negotiated under a separate agreement.
- B. Additional survey other than what has been specified in the Basic Services. Property owner notifications, field books, reference ties, boundary information and establishment.
- C. Storm sewer modifications, hydraulic/hydrology calculations/design
- D. Special details or plans
- E. Geotechnical investigation, report, and testing services (to be performed by others under a separate contract pending direction of JEO and agreed upon by the City).
- F. CCTV or inspection of existing storm sewer pipes.
- G. Environmental assessment services.
- H. Right of Way Design/Identification, Legal Descriptions and Exhibits, Land acquisition services or easement negotiations.
- I. Obtaining any regulatory permits.
- J. SWPPP administration and inspections.
- K. Street lighting design.
- L. Traffic/Pedestrian Signal design
- M. Preparation of grant or loan applications.
- N. Public Engagement
- O. Meetings with local business/property owners to discuss the project, unless otherwise noted above.
- P. Attendance at any meetings not identified above.
- Q. Any other item not outlined in the scope of services.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas  
Engineer: JEO Consulting Group, Inc.  
Project Number & Name: KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project

**COMPENSATION**

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, an hourly not to exceed amount of \$76,500.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses are included in the Basic Services fee.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
  - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
  - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas  
Engineer: JEO Consulting Group, Inc.  
Project Number & Name: KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project

**OWNER'S RESPONSIBILITIES**

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, GIS, aerials, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Leavenworth employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notice to proceed to the Engineer.

Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas  
Engineer: JEO Consulting Group, Inc.  
Project Number & Name: KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project

**SUPPLEMENTAL AGREEMENTS**

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas  
Engineer: JEO Consulting Group, Inc.  
Project Number & Name: KDOT 052 U-2509-01, K-7 from Rees to Poplar CCLIP Project

**PROJECT SCHEDULE**

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule.

Schedule. Engineer will make plan submittals to Owner based on the following schedule: The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

- 1) Notice to Proceed – March 27, 2024
- 2) Project Kick-Off Meeting/Site Visit Meeting – April 18, 2024
- 3) Field Survey, base mapping, GIS, and aerials
  - a) Begin – April 22, 2024
  - b) Complete – May 10, 2024
- 4) Field Check Submittal – July 25, 2024
- 5) Final Plans (PS&E) – April 13, 2025

Note: Project schedule is dependent upon timely reviews and project direction from the Owner. Field work may be impacted by weather conditions, affecting plan preparation schedules.

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745



Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary  
Tod L. Salfrank, Chief

Laura Kelly, Governor

January 09, 2024

City of Leavenworth  
Mr. Brian Faust, P.E.  
City Engineer, Director of Public Works  
100 N 5th St  
Leavenworth, KS 66048-

Dear Mr. Faust:

Your awarded SFY 2025 CCLIP-SP project has been programmed and assigned the following project number:

**Project Name:** Leavenworth: Surface Preservation on US-73/K-7  
**KDOT Project Number:** 052 U-2509-01

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Dave Northup, P.E..

Sincerely,

A blue digital signature stamp for Cara Hodges. It contains the text: "Digitally signed by Cara Hodges", "DN: cn=US", "E=cara.hodges@ks.gov", "O=Kansas Department of Transportation, OU=Bureau of Local Projects, CN=Cara Hodges", "Date: 2024.01.09 15:56:26-06'00'".  
Cara Hodges

for Tod L. Salfrank, Chief  
Bureau of Local Projects

tls/cch

Enclosures

cc: Dave Northup, P.E., BLP Project Manager  
Dawn Hueske, P.E., BLP Asst. Bureau Chief  
Mr. Leroy Koehn, P.E., District One Engineer  
File

# Kansas Department of Transportation

## PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared:	January 09, 2024
Prepared for:	City of Leavenworth
KDOT Project Number:	052 U-2509-01
Funding Program:	CCLIP-SP
Current Tentative Letting Date:	5/21/2025

### NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of items fluctuate significantly from the established dates listed, this schedule will be revised to indicated the new tentative letting date and project schedule.

*Plans forwarded to BLP will not be processed without a current detailed estimate.*

ITEMS TO BE COMPLETED	Months to Letting	DEADLINE COMPLETION DATE	DATE COMPLETED <small>-For Your Use Only-</small>
Consultant Design Contract to be Executed by	14.0	March 27, 2024	
Pre-Design Field Check	12.0	May 26, 2024	
Field Check Complete	10.0	July 25, 2024	
Office/ Final Check Plans and Estimate to BLP	8.0	September 23, 2024	
Office/ Final Check Plans Complete	6.0	November 22, 2024	
Begin CE Agreement	6.0	November 22, 2024	
R/W Clearances (1306 Form) to BLP	4.0	January 21, 2025	
Utility Form (1304 Form) to BLP	4.0	January 21, 2025	
Status of Permits (1307 Form) and Required Permits to BLP	4.0	January 21, 2025	
PSE Plans to BLP	3.5	February 02, 2025	
PSE Plans Complete	1.5	April 06, 2025	
Final Letting Plans to BLP	1.2	April 13, 2025	
CE Agreement Executed	1.1	April 16, 2025	
Advertise	1.0	April 21, 2025	

Rupis-A  
1/11/2019

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

Program Addition						Sheet 1 of 6
<b>Project Number:</b>	U-2509-01	<b>Prog. Cat / Subcat:</b>	LC/K1R	<b>District:</b>	01	
<b>Primary Route:</b>	U073	<b>Env. Class:</b>	CLASS IIA	<b>MPO Area:</b>	MARC	
<b>Primary County:</b>	052	<b>Route Class-MFV:</b>	C	<b>Sales Tax Exempt:</b>	Exempt	
<b>Prim Fed Proj Num:</b>		<b>NHS Project:</b>	Y	<b>Leaders</b>		
<b>Length (mi):</b>	0.369	<b>FHWA Func. Class-MFV:</b>	OPA	<b>Proj. Mgr:</b>	Dave Northup	
<b>FY Programmed:</b>	2025	<b>Design Criteria:</b>	IR	<b>Area Engineer:</b>	Ryan Barrett	
<b>Sched. Best Let (M17):</b>	May-2025	<b>FHWA Oversight:</b>	NONE	<b>Road Design:</b>		
<b>Letting Type:</b>	LOCAL	<b>KDOT Program:</b>	ELTP	<b>Bridge Design:</b>		
<b>Technical Name:</b>	Leavenworth: Surface Preservation on US-73/K-7					
<b>Technical Location:</b>	Leavenworth: Surface Preservation on US-73/K-7 from Rees Street to Poplar Street					
<b>Technical Scope:</b>	Milling and overlay, curb repair, sidewalk ramps, and pavement markings					
<b>Friendly Name:</b>	Surface Preservation in Leavenworth					
<b>Friendly Location:</b>	S 4th Street from Rees Street to Poplar Street					
<b>Friendly Scope:</b>	Milling and overlay					
<b>Reason / Justification for Change:</b>	Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.					

**Initiated By:** Local Projects ( Hueske ) **Signature:** Signed by Dawn M Hueske at 12/29/2023 8:44:25 AM on PC DT17LP87L

Comments:

Signed by Colby L Farlow at 1/8/2024 9:01:50 AM on PC DT16PC08L  
**Chief of Program & Project Management**

<b>FHWA Concurrence</b> <input type="checkbox"/> Proposed Environment Classification	<b>STE PROJECT AUTHORIZATION</b> <input checked="" type="radio"/> Approve <input type="radio"/> Disapprove Comments:
	Signed by Gregory M. Schieber at 1/8/2024 9:47:25 AM on PC DT44DP01L

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

**Initiated Date:** 12/28/2023      U-2509-01 Leavenworth: Surface Preservation on US-73/K-7

Sheet 2 of 6

Work Phase	Original Estimate	Current Estimate	WP Fund Category	Prorata	Fund Max
CONST	432,081	432,081	STATE	85.00%	0
			U0430	14.99%	0
CE	104,500	104,500	STATE	31.32%	0
			U0430	68.67%	0
<b>Totals:</b>	536,581	536,581			

Project Fund Category	Project Fund Prorata	Sum Of WP Maximums	Project Maximum
STATE	74.54%	0	400,000
U0430	25.45%	0	0

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

Initiated Date: 12/28/2023

U-2509-01 Leavenworth: Surface Preservation on US-73/K-7

Sheet 3 of 6

**Project Schedule**

<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
M15	Kauth	6/26/2023		ELP	Dawn Hueske
C86	Begconsel	7/25/2023		ELP	Dawn Hueske
C07	Bgagr	12/22/2023		ELP	Dawn Hueske
C13	Cycoa	3/20/2024		ELP	Dawn Hueske
C87	Endconsel	3/27/2024		ELP	Dawn Hueske
M10	Ffrec	5/28/2024		ELN	Bill Legge
C29	Fdchk	7/25/2024		ELN	Bill Legge
C50	Ocrec	9/23/2024		ELN	Bill Legge
C23	Envcl	10/8/2024		ELN	Bill Legge
C92	Dessumapr	10/11/2024		ELN	Bill Legge
M20	Offck	10/15/2024		ELN	Bill Legge
C33	Fnckr	11/4/2024		ELN	Bill Legge
M12	Finck	11/22/2024		ELN	Bill Legge
C15	Darec	1/21/2025		ELN	Bill Legge
C74	Utcom	1/21/2025		ELN	Bill Legge
C78	Wrrec	1/21/2025		ELN	Bill Legge
C60	Prpcl	1/21/2025		ELN	Bill Legge
M22	Prcom	2/3/2025		PPT	Gene Ingwerson
C56	Plcom	2/3/2025		ELN	Bill Legge
C08	Bgpse	2/6/2025		OCR	
C48	Oblap	2/20/2025		PPT	Gene Ingwerson
M14	Fnplc	4/14/2025		ELN	Bill Legge
C89	Ceagree	4/17/2025		ELP	Dawn Hueske
C03	Adver	4/22/2025		PPT	Gene Ingwerson
M17	Lettg	5/21/2025		PPT	Gene Ingwerson
C02	Aaout	5/28/2025		ELP	Dawn Hueske
C01	Aacom	6/11/2025		ELP	Dawn Hueske
C47	Notpr	6/19/2025		OC0	Jason Van Nice
M19	Notac	11/20/2025		OC0	Jason Van Nice
M11	Final	5/25/2026		AF0	Ami Fulghum
M41	FedEnd	11/22/2028		PPF	

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

Initiated Date: 12/28/2023

U-2509-01 Leavenworth: Surface Preservation on US-73/K-7

Sheet 4 of 6

	Official Estimated 2024 Base Year Cost	Official Estimated 2025 Inflated Cost @ 0.0450
Total Roadway	413,475	432,081
Total Structures	0	0
Grand Total	413,475	432,081

Roadway Type	Roadway Type Name	FHWA Imp Type	Official Estimated 2024 Base Year Cost	Official Estimated 2025 Inflated Cost @ 0.0450
SU	Surfacing	005	413,475	432,081

Bridge No. Str. No.	Structure Location Desc./ Featured Cross Desc.	KDOT Imp. Code FHWA Imp. Code	Fed Fund Cat.	FHWA Suff. Rating	Length Width Feet	Base Year Cost	Prog Year Cost

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

**Initiated Date:** 12/28/2023

U-2509-01 Leavenworth: Surface Preservation on US-73/K-7

Sheet 5 of 6

---

**Baseline Reason for Change:**

**Project Baseline Last Date & Note --** 12/28/2023

Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Workphase Baseline Last Date & Note --** 12/28/2023

Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Funding Baseline Last Date & Note --** 12/28/2023

Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Schedule Baseline Last Date & Note --** 12/28/2023

Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

**Initiated Date:** 12/28/2023

U-2509-01 Leavenworth: Surface Preservation on US-73/K-7

Sheet 6 of 6

---

**Project Notes:**

Program Addition: Project was requested and approved for State FY 2025 CCLIP-SP funds. Funding will be 85/15 for Construction and CE work phases up to a maximum of \$400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of \$400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

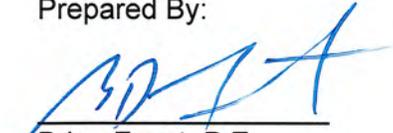
POLICY REPORT PWD NO. 24-16

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT  
WITH GEORGE BUTLER & ASSOCIATES, INC. (GBA) FOR  
THE 2024 SANITARY SEWER DYE AND SMOKE TESTING PROJECT

City Project No. 2024-001

March 26, 2024

Prepared By:

  
Brian Faust, P.E.,  
Director of Public Works

Reviewed By:

  
Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of the contract with George Butler & Associates, Inc. (GBA) for the 2024 Sanitary Sewer Dye and Smoke Testing Project.

**BACKGROUND:**

The City of Leavenworth has been concerned with the amount of Inflow and Infiltration (I&I) that enters the wastewater system and I&I reduction was identified as an important issue in recent master plans. The 2010 Wastewater Master Plan Update confirmed that the City should focus in the Three-Mile Creek Watershed in the Northeast area of the City. Since 2010, the City has completed a number of replacement projects in the northeast area to address I&I removal. In 2023, GBA installed flow meters in the system to monitor both wet and dry weather flows in the areas that were reconstructed. The results showed the City was making progress in I&I reduction, but more needed to be done.

The projects in the past have focused more on complete line replacement. These projects can be very costly due to the depth of pipe and the impacts to already developed properties. Staff and GBA looked at options that could make a significant impact on reducing I&I while costing less and being less disruptive to neighborhoods. The biggest impacts will be to rehabilitate existing manholes, localized repairs to the City main and eliminating improper private connections (downspouts/sump pumps).

The best method to identify the locations where work is needed is by smoke and dye testing the system.



Example of smoke testing – points where water enters the sanitary system

**BUDGET IMPACT:**

The cost will be funded with sanitary sewer manhole and sewer line rehabilitation funds in a not-to-exceed amount of \$143,778. There is currently \$500,000 per year allocated to facilitate the reconstruction of lines and manholes.

**POLICY:**

The City has been using GBA for professional services related to our Sanitary Sewer Projects for the past several years. They have completed flow monitoring projects, smoke and dye testing as well as designed improvements in and around the Kansas City area.

**RECOMMENDATION:**

Staff recommends approval of the design services contract with George Butler & Associates, Inc. for the Sanitary Sewer Smoke and Dye testing in an amount not to exceed \$143,778.

**ATTACHMENTS:**

2024 CIP Sheet

Scope of Services

*Design Contract – George Butler & Associates, Inc. - will be attached once vendor signs it*

**Capital Improvements Program  
2024 - 2028  
Sewer Fund - Manhole and Sewer Line Rehabilitation**

**Purpose:**

This annual allocation has been established to facilitate the reconstruction of sewer lines throughout the City. Specific projects will be identified each year based on the sanitary sewer master plan. The entire allocation comes from the Sewer Fund Operating Budget.

Source	Comments	Year	Requested	Projected
Sewer Fund Operating Budget		2024	\$ 500,000	\$ 500,000
Sewer Fund Operating Budget		2025	500,000	500,000
Sewer Fund Operating Budget		2026	500,000	500,000
Sewer Fund Operating Budget		2027	500,000	500,000
Sewer Fund Operating Budget		2028	500,000	500,000
			<b>\$ 2,500,000</b>	<b>\$ 2,500,000</b>

Uses	Comments	Year	Requested	Projected
Sewer Line Maint	Manhole and sewer line repairs	2024	\$ 500,000	\$ 500,000
Sewer Line Maint	Manhole and sewer line repairs	2025	500,000	500,000
Sewer Line Maint	Manhole and sewer line repairs	2026	500,000	500,000
Sewer Line Maint	Manhole and sewer line repairs	2027	500,000	500,000
Sewer Line Maint	Manhole and sewer line repairs	2028	500,000	500,000
			<b>\$ 2,500,000</b>	<b>\$ 2,500,000</b>



## EXHIBIT A

### SCOPE OF SERVICES

It is expressly understood and agreed by the parties hereto that it is the intention of this Agreement to provide for furnishing engineering services for the subject project:

City of Leavenworth, KS  
SANITARY SEWER EVALUATION STUDY SMOKE & DYE TESTING

The City of Leavenworth, Kansas (CITY) has identified the need to remove sources of Inflow and Infiltration (I&I) from the sanitary sewer collection system.

The project shall complete work as described in the following basins:

- Basin 01-03 – Confirmation and verification of results from the 2014 smoke testing of this basin. Using the findings from the 2014 smoke testing report, this basin will be evaluated by dyed water testing of the identified private and public I/I sources. Previously determined smoke sources will be verified with dye tests to determine where sanitary connections may still exist. A recommended plan and report will be created which will summarize I/I sources identified through the dye testing, cross referenced to the findings from 2014 smoke testing, along with an engineer's opinions of construction costs, proposed timeline, and a breakdown of the cost effectiveness of each proposed repair to remove the sources.
  
- Basin 01-04 – Inventory, inspection, and evaluation of existing sanitary sewer lines by smoke testing and dyed water testing of the public sanitary sewers, 12-inch and smaller, and related manholes in the basin 01-04. A recommended plan and report will be created which will summarize I/I sources identified through the smoke and dye testing, along with an engineer's opinions of construction costs, proposed timeline, and a breakdown of the cost effectiveness of each proposed repair to remove the sources.

The Scope of Services for this Project is organized into four (4) major Task Series:

- Task Series 100 – Project Management and Administration
- Task Series 200 – Smoke Testing
- Task Series 300 – Dye Testing
- Task Series 400 – Recommended Plan and Report

#### TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

100. Project Management and Administration. Provide the management functions required to successfully complete the project, including project correspondence with the Client; Kick-off meeting; supervision and coordination of services, and quality control/assurance; scheduling and assignment of personnel resources, monitoring of work progress and invoicing for the work performed.

#### TASK SERIES 200 – SMOKE TESTING

200. Smoke Testing.

Field investigations will be completed which include:

- Smoke Testing Door Hangers.
  - Prior to beginning smoke testing activities, distribute a project-specific door hanger providing notification of smoke testing. CITY will be responsible for drafting the door hanger. DESIGN PROFESSIONAL will be responsible for printing and distribution of the door hangers no later than 48 hours in advance of smoke testing.
- Smoke testing of up to 91,127 LF of sanitary sewers within basin 01-04.
  - Deliverables will include a GIS database with smoke sources identified during testing and photos captured to show the location of the smoke source.
- Up to four (4) hours for field verification of unusual or unclear conditions as well as communication with homeowners, as deemed necessary by the ENGINEER.

## TASK SERIES 300 – DYE TESTING

### 300. Dyed Water Testing.

Field investigations will be completed which include:

- Based on the results of Task 200 and previously gathered data from the basin studies, Dyed Water Testing of certain confirmed and suspected I/I sources identified by smoke testing shall be performed at up to 25 locations in basins 01-03 and 01-04 to verify their direct connection to the sewer system. Obtain approval and coordinate locations for dyed water testing with CITY. Presence of dyed water in the sewer system downstream of the test verifies the I/I source connection.
- Dyed water testing shall be completed in accordance with City approval to identify I/I sources from both the public and private sector. These potential inflow sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, and other public or private infrastructure.
- Photographic records shall be made of each confirmed source identified during dyed water testing.

## TASK SERIES 400 – RECOMMENDED PLAN AND REPORT

400. Verification and review of previous results. Based on work completed in Tasks 200 and 300 ENGINEER shall summarize I/I sources identified through the smoke and dye testing. The sources found in Basin 01-03 will be cross referenced to finding from 2014 smoke testing.

The recommended plan report will summarize the verified source flows which were either located or excluded based on the testing. The plan will also use the provide engineer opinions of construction costs, proposed timeline, and a breakdown of the cost effectiveness of each proposed repair to remove the sources.

## OPTIONAL SERVICES – UNIT RATES

OS.1. Smoke Testing per Linear Foot.

OS.2. Dye Testing per Test Location.

(End of Scope of Services)

POLICY REPORT PWD NO. 24-18

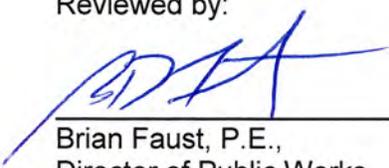
CONSIDER AWARD OF PAVING EQUIPMENT  
TO INCLUDE PAVIJET MG7 SKID STEER ATTACHMENT  
PUBLIC WORKS DEPARTMENT - STREET DIVISION

March 26, 2024

Prepared by:

Reviewed by:

\_\_\_\_\_  
Derek Burleson,  
Superintendent of City Operations

  
\_\_\_\_\_  
Brian Faust, P.E.,  
Director of Public Works

  
\_\_\_\_\_  
Paul Kramer,  
City Manager

**ISSUE:**

Consider approving the purchase of a 2024 Pavijet MG7 skid steer attachment.

**BACKGROUND:**

The Public Works Street Division is budgeted for paving equipment in the 2024 CIP in the amount of \$124,900. While the city does not have staffing for large paving projects, it is important for city crews to be able to address localized paving repairs in a timely manner. Becky Beaver, Street Foreman, researched options for equipment that will enhance staff's ability to perform needed street repairs. The Pavijet MG7 will meet our needs and is designed to attach to our existing skid steer. Hitek Equipment is the sole distributor for the Pavijet MG7 skid steer attachment. A video showing the Hitek MG7 in action can be viewed at the following link: <https://www.youtube.com/watch?v=Asuw90lz40M>

**BUDGET IMPACT:**

The 2024 CIP includes funding in the amount of \$129,800 for the purchase of paving equipment, which includes the Pavijet MG7. Purchase price is \$59,400 which includes the equipment, freight charges and training. Separately, the city will be purchasing a box broom attachment for \$15,500. Total pavement equipment purchases for 2024 will be \$74,900.

**STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the purchase of the Pavijet MG7 for \$59,400 from Hitek Equipment Inc., 8920 58th Place, Kenosha, WI 53144.

**ATTACHMENTS:**

2024 CIP Sheet  
Quote from Hitek Equipment

**Capital Improvements Program  
2024 - 2028  
Public Works - Street Equipment**

**Purpose:**

This allocation provides funding for the scheduled replacement of several pieces of streets equipment through 2026 in accordance with our Vehicle and Equipment Replacement Policy (VERP). The Public Works department plans for a 10-14 year lifespan for most Streets equipment in an attempt to provide consistency and predictability for the budget.

Source	Comments	Year	Requested	Projected
Sales Tax	Replacement of 2005 Crack-seal machine	2024	\$ 103,162	\$ 103,162
Sales Tax	Paving Equip. (Pavijet, skid steer attachments)	2024	129,800	129,800
Sales Tax	Replacement of 2012 Ford F-550 aerial truck	2024	195,525	195,525
Sales Tax	Replacement of 1993 Ford flush truck	2025	85,000	85,000
Sales Tax	Replacement of 2015 Freightliner dump truck	2025	165,000	165,000
Sales Tax	Replacement of 2006 Vactron-tow behind	2025	35,000	35,000
Sales Tax	Replacement of 2011 International dump truck	2026	165,000	165,000
Sales Tax	Replacement of 2010 Freightliner dump truck	2026	165,000	165,000
			<b>\$ 1,043,487</b>	<b>\$ 1,043,487</b>

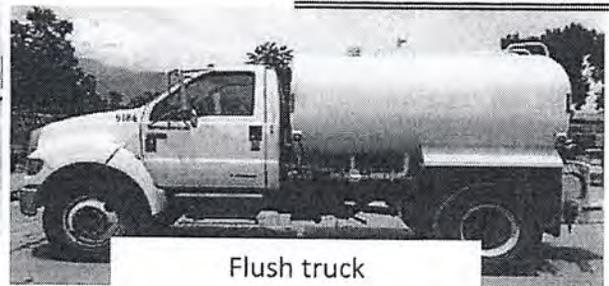
Uses	Comments	Year	Requested	Projected
Public Works - Streets	Replacement of 2005 Crack-seal machine	2024	\$ 103,162	\$ 103,162
Public Works - Streets	Paving Equip. (Pavijet, skid steer attachments)	2024	129,800	129,800
Public Works - Streets	Replacement of 2012 Ford F-550 aerial truck	2024	195,525	195,525
Public Works - Streets	Replacement of 1993 Ford flush truck	2025	85,000	85,000
Public Works - Streets	Replacement of 2015 Freightliner dump truck	2025	165,000	165,000
Public Works - Streets	Replacement of 2006 Vactron-tow behind	2025	35,000	35,000
Public Works - Streets	Replacement of 2011 International dump truck	2026	165,000	165,000
Public Works - Streets	Replacement of 2010 Freightliner dump truck	2026	165,000	165,000
			<b>\$ 1,043,487</b>	<b>\$ 1,043,487</b>



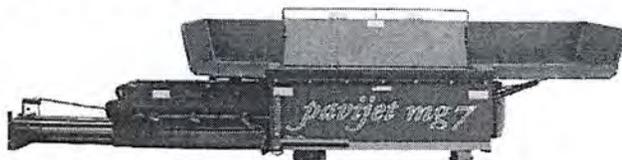
Crack seal machine



Tandem-axle dump truck



Flush truck



Pavijet mini street paver



# Malavasi

## Pavijet Mini Pavers

Proposal for City of Leavenworth, KS March 19, 2024

### MG7 Super Pricing

#### Features Included

- One Pavijet Mini Paver Model MG7 Super with the following features:
- Connects to a skid/wheel loader or similar machine
  - Direction of movement: Forward
  - Paving width from 11.81" to 78.74" (0.3m to 2m)
  - Paving speed up to 59.06'/min (18m/min)
  - Hydraulic pressure 180 bar
  - Paving thickness from -1.96" to 9.84" (-5 to 25cm)
  - Hopper capacity 2.61 cubic yards (2.0 cubic meters) / 4.8 tons asphalt
  - Oil flow 15.85 gal/min (60 l/min)
  - Cable control 78.74" (2m)
  - Radio remote control
  - Battery pack 20 Ah
  - Bumpers on sides and tank to facilitate the unloading of truck materials
  - Hand pump for washing
  - All controls are hydraulic
  - Material can be loaded directly into the hopper from a standard dump truck
  - Overall dimensions (closed): Height 65.35" (1.66m) Length 45.67" (1.16m) Width 82.09" (2.085m)
  - Weight 1,874 lbs.(850 kg)
  - Vibrating screed 60 Hz / 12 Volt
  - Automatic grade control
  - Automatic flow control for auger
  - Requires a 10 or 11 lb. propane tank (customer must supply)

<b>Total Equipment Price:</b>	\$ 54,900
<b>Options: Training Fee</b>	\$ 3,000
<i>(If customer does not have Hitek provide training, the warranty is void.)</i>	
<b>Spare Parts (see attached list)</b>	\$ 10,337
<b>ESTIMATED Freight:</b>	\$ 1,500

\*All prices are subject to change, depending on the exchange rate at the time of order. Quote is valid for 30 days. Prices are FOB Kenosha, WI and do not include any taxes, if applicable.

**Warranty** 1 Year excluding electrical parts (refer to Statement of Warranty)  
**Payment Terms** 50% down payment, 50% when ready to ship

12/6/23

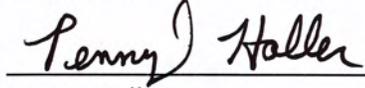
8

Hitek Equipment, Inc. USA www.minipaver.com 262-842-1700



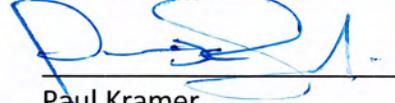
**Policy Report**  
**Approve Sale of City-Owned Lots**  
**March 26, 2024**

Prepared By:



Penny Holler  
Assistant City Manager

Reviewed By:



Paul Kramer  
City Manager

**ISSUE:**

Consider approving agreement to purchase and redevelop City-owned lots at 201 Kickapoo Street and 709 N 2<sup>nd</sup> Street.

**BACKGROUND:**

The City purchased multiple vacant lots during a 2014 Leavenworth County Sheriff's Sale. Travis Swift with Insight Development LLC recently reached out to the City requesting to purchase the lots at 201 Kickapoo Street and 709 N 2<sup>nd</sup> Street to construct family housing. Insight Development LLC built two duplexes in the same area in the past year and was considering additional opportunities to add more duplexes. The infill development would provide additional homes in the Northeast sector and contribute to local property tax revenues. Multi-family housing is allowed with existing zoning.

The agreements outline the terms of that sale, including a timeline for development and the City's option to have the lots returned if those terms are not met. Staff recommends approval of the agreements to sell 201 Kickapoo Street and 709 N 2<sup>nd</sup> Street to Insight Development LLC.

**ATTACHMENTS:**

Leavenworth Land Transfer and Development Agreement 201 Kickapoo Street  
Leavenworth Land Transfer and Development Agreement 709 N 2<sup>nd</sup> Street

**LAND TRANSFER AND DEVELOPMENT AGREEMENT**  
**201 KICKAPOO STREET**

THIS LAND TRANSFER AND DEVELOPMENT AGREEMENT (this “Agreement”), is effective as of the 8<sup>th</sup> day of March, 2024 (the “Effective Date”), by and between the **City of Leavenworth, Kansas**, a Kansas municipal corporation (“City”), and **Insight Development, LLC**, a Kansas limited liability company (“Developer”) (City and Developer may be collectively referred to as the “Parties” and each a “Party”).

**RECITALS**

A. Reference is hereby made to that certain real property located in the City of Leavenworth, Leavenworth County, Kansas, commonly known and numbered as 201 Kickapoo Street, Parcel No. 052-077-25-0-31-02-001.00-0 (the “Property”).

B. Developer has proposed a development project for the Property consisting generally of duplexes or single family homes and related infrastructure work (the “Project”).

C. To facilitate development of the Project, City has agreed to convey the Property to Developer pursuant and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I**  
**GENERAL; TERM**

**Section I.1 Incorporation of Recitals.** The above recitals are hereby incorporated and made a part of this Agreement by this reference as if completely set forth in this Agreement.

**Section I.2 Term of Agreement.** Except for those provisions which specifically survive expiration or termination of this Agreement, and except where earlier termination is provided for in this Agreement, the “Term” of this Agreement shall commence on the Effective Date and expire on the Completion Date (defined below) of the entire Project.

**ARTICLE II**  
**THE PROJECT**

**Section II.1 Description and Scope of Project.** The scope, timing, and components of the Project, all as set forth in this Agreement, are critical to the City’s agreement to convey the Property to Developer. The Project may be developed in phases (individually, a “Phase” and together, the “Phases”), as more particularly set forth on Exhibit A which is attached hereto and incorporated herein by this reference.

**Section II.2 Plan Approval.** Developer will submit to the City of Leavenworth, Kansas (the “City”) such preliminary plans and final plans as and when necessary for final zoning and building approvals of the Project (or the applicable Phase thereof) as required by the zoning, building, construction, and fire/life/safety codes adopted by City. Developer understands that the City shall not be required itself under this Agreement to grant any permits, variances, or similar approvals except in accordance with its standard procedures, ordinances, and policies.

**Section II.3 Modifications to Plans.** Following approval of the preliminary plans and final plans by the City (as provided above), no substantial changes may be made to final development plans or final site plans for the Project (or the applicable Phase thereof) except as may be mutually agreed upon, in writing, between Developer and City. As used in this Section 2.03, the term “substantial changes” includes, but may not be limited to: material modifications or revisions to architectural or design elements; material changes to building envelopes or locations of structures; and material changes to size, layout, height, and locations of access points, drives, parking areas, and storage areas. Further, following approval of the preliminary plans and final plans, whether by the City or another regulatory body (as provided above), Developer shall not make any substantial changes to such approved plans for the Project (or the applicable Phase thereof) without City’s prior approval, and subject to City’s standard procedures for review and approval of the same. Developer shall not be required to obtain City approval as to non-substantial changes to the Project (or the applicable Phase thereof) with respect to color selections, material selections and the like which comply with any applicable design guidelines and criteria and which do not otherwise trigger City approval under City’s planning and zoning ordinances and/or policies.

**Section II.4 Taxes and Assessments.** From and after taking title to the Property as provided herein, Developer must timely pay when due all taxes (including ad valorem real property taxes and personal property taxes) and special assessments, including interest and penalties, imposed against the Property (from and after Closing), the Project (or applicable Phase thereof), and/or Developer. Developer shall not allow any tax lien (whether federal, state, county, municipal, or otherwise) to attach to the Property, the Project (or any Phase thereof), or Developer’s interests therein. By January 15 of each calendar year (and by June 15 of each calendar year, if taxes, and assessments may be paid in part and Developer does so), Developer shall provide City with receipts evidencing payment of such taxes and assessments. The obligation of Developer to provide City with such receipts terminates at Project completion.

### **ARTICLE III TRANSFER OF THE PROPERTY**

**Section III.1 Transfer of the Property.** Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (defined below) and Developer’s development and construction of the Project, City shall convey the Property to Developer pursuant to a special warranty deed in the form attached hereto as Exhibit B (the “Deed”) and subject to: (a) the terms and conditions of this Agreement, (b) the Permitted Exceptions (defined below), and (c) the Right of Reentry (defined below). Any owner’s title insurance policy as to the Property acquired by Developer hereunder (“Title Policy”) will be at Developer’s sole cost and expense.

**Section III.2 Right of Reentry.** The conveyance of the Property to Developer shall be subject to a “Right of Reentry” (under which City is referred to as “Grantor” and Developer is referred to as “Grantee”) in substantially the following form:

Grantor hereby reserves and retains unto itself a right of reentry as provided in that certain Land Transfer and Development Agreement between Grantor and Grantee dated as of March 8, 2024 (the “Agreement”). Grantee, for itself and its successors, assigns, and successors in title, covenants and agrees that if Grantee shall fail to commence and/or complete any Phase of the Project (as such terms are defined in the Agreement) by those dates set forth in Exhibit A to the Agreement (which Exhibit is further incorporated herein by this reference), or should be in Developer Default (as defined in the Agreement), but subject to Force Majeure (as defined in the Agreement) and the cure period provisions set forth in Section 7.01 of the Agreement, or time

extension of a later agreed upon date with written consent by both Grantor and Grantee; then in any of the foregoing cases, Grantor shall have the right of reentry and title to the Property, at Grantor's option, shall revert back to Grantor. Upon satisfaction of such requirement as to all Phases of the Project, Grantor will execute a release of such Right of Reentry in recordable form as mutually agreed to by Grantor and Grantee.

The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. The foregoing does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this instrument shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

**Section III.3 Permitted Exceptions.** The Property shall be conveyed subject to: all land heretofore conveyed or dedicated for road purposes or right-of-way; matters of record encumbering the Property (and approved by Developer as provided herein); liens for state, county and local real estate taxes and special assessments becoming due after Closing and subsequent years; and zoning laws, subdivision regulations and other laws and ordinances regulating the use (or improvements to) the Property, the Right of Reentry, the Use Restrictions (defined below), and the Memorandum (defined below), all of which shall be deemed "Permitted Exceptions" to Developer's title.

**Section III.4 Condition of the Property.** Other than the express representations and warranties of the City contained in this Agreement, City makes no warranties, representations or statements about any legal documents, records, files, or information provided to Developer, nor any physical items and conditions relating to the Property including, but not limited to any environmental conditions on the Property. No agents, employees, brokers, or other persons are authorized to make any representations or warranties for the City. By its execution of this Agreement, Developer acknowledges that, except for the express representations and warranties of the City contained in this Agreement, the City has not made any warranties, representations, or statements whatsoever concerning any condition or matter relating to the Property, including such matters as title to the Property, legal status of the Property, use of the Property (including, but not limited to, the operation of the Property for Developer's intended purposes), availability or cost of utilities, or physical condition of the Property. City has relied upon this acknowledgment as a material inducement to enter into this Agreement. If this transaction closes and Developer acquires the Property, other than those representations and warranties, which are specifically set forth in this Agreement, Developer is acquiring the Property "AS IS" and "WHERE IS," and it acknowledges and agrees that it relies upon no warranties, representations or statements by City or any other persons for City in entering into this Agreement or in closing the transaction described in this Agreement, other than those representations and warranties, which are specifically set forth in this Agreement.

**Section III.5 Closing of Transaction.**

(a) Closing of the transaction (as to the Property) contemplated by this Agreement shall be held at a time and place mutually acceptable to the Parties (the "Closing Date"); provided, that (i) Closing shall occur no later than thirty (30) days after the Effective Date. In the event the Closing Date falls on a weekend or holiday, the Closing shall occur on the next business day thereafter.

(b) At the Closing, Developer shall pay to the City, via wire transfer or other certified funds, the sum of Nine Hundred and No/100 Dollars (\$900.00) (the "Purchase Price"). Notwithstanding the foregoing, nothing in this Agreement shall be deemed to reflect that the Purchase Price reflects the actual appraised value of the Property.

(c) At the Closing, City shall deliver to Developer the Deed for the Property, subject to the Permitted Exceptions.

(d) City and Developer shall also execute and deliver such other affidavits or documents as the applicable title company or closing agent may reasonably require for Closing. Developer shall pay for the premium for the Title Policy (if any), recording the Deed, and any Closing fees charged by the Title Company. All other costs and expenses incurred by either Party hereto in connection with this Agreement or the transactions contemplated hereby shall, unless otherwise provided in this Agreement, be paid by the Party incurring the expense. City shall deliver possession of the Property to Developer at Closing. Real property ad valorem taxes and special assessments shall be paid by Developer, and not prorated to the Closing Date. Developer shall be responsible for all ad valorem taxes and installments of special assessments attributable to any period before, on, and after the Closing.

#### **ARTICLE IV** **DEVELOPMENT OF THE PROJECT**

**Section IV.1 Schedule.** Developer must commence construction of (and must have obtained all building permits for) all Phases of the Project by and within the time periods set forth in Exhibit A attached hereto, subject to Force Majeure and the cure provisions set forth in Section 7.01 herein.

**Section IV.2 Code Compliance.** The Project must comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules, and regulations. Developer must, at its own expense, secure or cause to be secured all permits which may be required by City or any other governmental agency having jurisdiction for the construction and operation of the Project. Developer must comply with applicable City regulations regarding seeding, landscaping, or otherwise controlling dust, dirt, and weeds on non-developing portions of the Property, and Developer shall otherwise maintain in good order all lawns, trees, and other landscaping on the Property. Developer shall not in the construction of, or otherwise in connection with, the Project discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation, gender identity, disability, national origin or ancestry, and Developer shall comply with all City regulations and policies regarding the same.

**Section IV.3 Developer Certificates of Completion.** Promptly after completion of each Phase of the Project in accordance with the provisions of this Agreement, Developer shall submit to the City a certificate or notice of final completion prepared by Developer or Developer's contractor(s), in a form reasonably acceptable to the City (the "Certificate of Final Completion"). The term "Final Completion" shall mean that Developer has completed all work as required by this Agreement for the Project, including final "punch list" work, and that City has granted to Developer a Certificate of Occupancy as to the entire Project (the date of Final Completion of the Project is referred to in this Agreement as the "Completion Date"). The City will carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Final Completion.

**Section IV.4 City and City Rights of Access.** Representatives of the City and the City shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement including, but not

limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project improvements, so long as they comply with all safety rules.

**Section IV.5 Use Restrictions.** In addition to any uses prohibited by applicable law or regulation, the following uses are hereby, and shall be, prohibited within the Property and the Project without the prior written consent of the City, which consent may be withheld in the City's sole discretion (the "Use Restrictions"):

Any use that would or could cause the Property or the Project, or any portion thereof, to be exempt from the payment of ad valorem real or personal property taxes; and Developer (and its successors and assigns) shall not assign or convey all or any part of its interest in the Property or the Project (or any portion thereof), or lease or sublet all or any part of the Property or the Project to any person or entity, or allow the condominiumization of all or any portion of the Property or the Project, or in any other manner grant any right to use, occupy or otherwise lease or allow the use of the Property (or any portion thereof) in such a manner that would cause the Property or the Project (or any portion thereof) to be exempt from, or eligible for exemption from, ad valorem real or personal property taxation. Developer agrees that any violation of this subsection will be deemed initially void, and acknowledges that, notwithstanding such voiding, the City may incur damages as a result of such violations, and Developer agrees to indemnify the City from any such damages.

Such use restrictions shall be included in the Deed. The provisions of this Section 4.05 shall survive expiration or termination of this Agreement.

**Section IV.6 Annual Compliance Certification.** At any time upon the request of the City, the Developer shall provide a signed certification to the City containing (1) a certification that the Developer is in compliance with the Agreement, applicable state law, or applicable local law, including that the Developer is not delinquent on taxes or other obligations owed to the City or another governmental entity. The obligation of Developer to provide City with such certifications terminates at Project completion.

## **ARTICLE V** **ASSIGNMENT AND TRANSFER**

**Section V.1 Assignments by Developer.** Prior to Final Completion of the Project, Developer may not assign Developer's rights, duties, or obligations under this Agreement, in whole or in part, to another person or entity, without the prior approval of City, which approval may be granted or withheld in City's sole discretion. Any permitted assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject. In the event of a permitted transfer or assignment of this Agreement, whether by virtue of City approval or otherwise, then Developer shall be relieved from all obligations set forth herein.

**Section V.2 Successors and Assigns.** The Parties' respective obligations under this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, and permitted successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a Party and bound by this Agreement.

**Section V.3 Tenants and Subtenants.** The Parties acknowledge and agree that, upon Final Completion of the Project, Developer may allow tenants, subtenants, or operators to occupy all or portions of the Project, whether pursuant to a lease, sublease, or otherwise (collectively, "Tenants") without approval or consent by the City (but subject to all applicable laws and the use restrictions set forth in this Agreement).

## **ARTICLE VI INDEMNIFICATION AND INSURANCE**

### **Section VI.1 Indemnification.**

(a) Developer shall defend, indemnify, and hold City and City's elected and appointed officers, agents, contractors, and employees, harmless from all costs (including attorneys' fees and costs), claims, demands, liabilities, or judgments for injury or damage to property and injuries to persons, including death, which may be caused directly by any of the Developer's activities under this Agreement. In the event that Developer or its contractors release Hazardous Substances onto the Property after the Effective Date of this Agreement in violation of Environmental Laws, Developer shall be responsible for the remediation of such Hazardous Substances (defined below) in accordance with applicable Environmental Laws (defined below) and shall defend, indemnify, and hold City and City's elected and appointed officers, agents, contractors, and employees, harmless from all costs (including attorneys' fees and costs), claims, demands, liabilities, or judgments for injury or damage to property and injuries to persons, including death, which may be caused directly by Developer's or its contractors' release of Hazardous Substances onto the Property after the Effective Date of this Agreement in violation of Environmental Laws. The right to indemnification set forth in this Agreement shall survive the expiration or termination of this Agreement.

(b) For purposes of this Agreement, "Hazardous Substances" shall mean any substance or material that is or becomes described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes, without limitation, asbestos or asbestos containing material, petroleum (including, without limitation, flammable explosives, crude, oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum, petroleum-based products and petroleum additives and derived substances, lead-based paint, viruses, mold, fungi or bacterial matter, the group of compounds known as polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity; and the term "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code section 9601, et seq., the Resource Conservation and Recovery Act, 42 United States Code section 6901, et seq., and the Clean Water Act, 33 United States Code section 1251, et seq.

(c) The provisions of this Section 6.01 shall survive expiration or termination of this Agreement.

### **Section VI.2 Insurance.**

(a) As used in this Section, "Replacement Value" means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than 100% of the actual replacement cost of the improvements on the Property, including additional administrative or managerial costs that may be incurred to effectuate the repairs or reconstruction, but excluding costs of excavation, foundation, and footings. Replacement Value shall be determined by an appraisal or a report from an insurance consultant that is engaged by Developer for the Project ("Insurance Consultant"), or if the policy is on a blanket form, such other means as is reasonably acceptable to the Insurance Consultant. If an appraisal or report is conducted, Developer must furnish a copy of such appraisal or report to City. City may request, from time to time, such reasonable evidence as may be necessary to ensure compliance with this Section, including, but not limited to, reports and appraisals of an Insurance Consultant.

(b) Upon and after the date of Closing, and for so long as the City's Right of Reentry remains in effect, Developer must keep the Project continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the operation of facilities of the type and size comparable to the Project. All policies of insurance required by this Section must become utilized as required by this Agreement. For so long as the City's Right of Reentry remains in effect Developer, at Developer's sole expense, must carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Project:

(i) Builder's risk insurance on a completed value form and, on and after the Completion Date of each structure, property insurance, in each case (A) providing coverage during the construction of the Project for financial losses of the Developer relating to continuing expenses, caused by property damage during the construction of the Project, (B) providing coverage (including increased costs from changes in building laws, demolition costs and replacement cost coverage) for those risks which is equal or broader than that currently covered by a special form policy covering all improvements, fixtures and equipment in the Project, (C) containing an agreed amount endorsement or a waiver of all co-insurance provisions, (D) providing for no deductible in excess of \$50,000.00 (as increased each calendar year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (E) covering, without limitation, loss, including, but not limited to fire, extended coverage perils, vandalism and malicious mischief, water damage, debris removal, collapse, and comprehensive boiler and machinery insurance, in each case on a replacement cost basis in an amount equal to the Project's Replacement Value.

(ii) Commercial general liability insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form), including at least the following hazards: (A) premises and operations; (B) products and completed operations; (C) independent contractors; and (D) blanket contractual liability; such insurance (Y) to be on an "occurrence" form with a combined limit of not less than \$3,000,000.00 in the aggregate and \$1,000,000.00 per occurrence (which may be comprised of a primary general liability policy and umbrella coverages);

(iii) Flood insurance, if the Project or any Phase thereof is located in an area identified as having "special flood hazards" as such term is defined pursuant to applicable federal law, with limits as are customary in connection with the operation of facilities of the type and size comparable to the applicable Phase; and

(iv) if applicable, Workers' compensation insurance, with statutorily required coverage.

(c) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) must be written by financially responsible insurers with a rating equal to or higher than A-/FSC VII or better by Best Insurance Guide and Key Ratings, or must otherwise be acceptable to the Insurance Consultant as evidenced by a written certificate delivered to City; and

(ii) must be in such forms and with such provisions as are generally considered standard provisions for the types of insurance involved, as evidenced by a written report of the Insurance Consultant delivered to City on the Completion Date for each Phase.

(e) As and when obtained, Developer must provide City certificates for all such policies, evidencing that all required insurance is in full force and effect; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer if Developer provides the City with a certificate from an Insurance Consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement must provide for thirty (30) calendar days' prior written notice to Developer and City of any cancellation.

(f) If Developer fails to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, Developer must promptly notify City of such event and City, in addition to any other remedy it may have, may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and Developer will reimburse City to the extent of the amounts so advanced, with interest thereon at a rate of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum.

**Section VI.3 Non-Liability of Officials, Employees and Agents of the City and City.**

Except as otherwise set forth herein, Developer shall have no recourse for any claim based upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer or employee of City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and Developer hereby expressly waives and releases any such claims as a condition of, and in consideration for, the execution of this Agreement.

**ARTICLE VII  
DEFAULT AND REMEDIES**

**Section VII.1 Default by Developer.** Developer will be in default (each a "Developer Default") under this Agreement if:

(a) Any representation or statement of or by Developer in any application or information provided to City, or any application or information provided to the City or to Leavenworth County, Kansas (the "County"), or in any report provided to the City as required under this Agreement, should be untrue or misleading in any material respect and Developer fails to cure or correct same within thirty (30) calendar days of written notice from the City, to the extent such failure can be cured; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of Developer Default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected.

(b) Developer fails to keep or perform any covenant or obligation that Developer is to keep or perform pursuant to this Agreement, and Developer fails to remedy the same within thirty (30) calendar days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of Developer Default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer files a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Developer in a court having jurisdiction and that petition is not dismissed within sixty (60) calendar days after such filing; or Developer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) calendar days; or any execution or attachment shall issue against Developer whereupon the Property, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) calendar days of written notice from the City; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected.

**Section VII.2 Rights and Remedies of City.** The rights and remedies reserved by City under this Agreement and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Whenever any Developer Default has occurred and continues to exist and so long as it continues to exist, subject to applicable cure periods as set forth in Section 7.01 above, City or City, as the case may be, may, at its option and without limitation: (i) terminate this Agreement; (ii) exercise the Right of Reentry; (iii) terminate or cancel any incentives for Developer and the applicable Phase for which the Developer Default has occurred, and take such steps as may be necessary or appropriate to do so; (iv) terminate or cancel any payments, waivers, or grants of funds appropriated or scheduled to be appropriated to Developer to the extent not received; and/or (v) exercise any other rights or remedies available to City at law or equity. Without limiting the generality of the foregoing, the City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity. If any Developer Default occurs, City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity.

## **ARTICLE VIII** **MISCELLANEOUS**

**Section VIII.1 Waiver of Breach.** No waiver of any breach of any covenant or agreement set forth in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either Party of any covenant, agreement or undertaking, the non-defaulting Party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

**Section VIII.2 Force Majeure.** If any Party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any circumstances outside the control of any Party, including, without limitation, acts of God, emergency, bioterrorism, terrorism, acts of war, disease, pandemics (including without limitation, delays arising out of the spread of COVID-19, such as, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant permit applications or signoffs or to perform inspections, or the unavailability of required meetings

of governmental agencies necessary to act to grant any approvals), any rule, order or regulation of any department or subdivision thereof of any government agency enacted after the date of this Agreement that prevents a Party from performing its obligations under this Agreement, strikes, lockouts, labor disturbance or disruptions, failure of power or other insufficient utility service, unusual delays in the supply or delivery of materials or equipment not caused by the applicable Party, riots, insurrection, environmental restrictions or remediation required by the appropriate government authorities, governmental preemption in connection with a National emergency, fire, unavoidable casualties, abnormal weather conditions, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war terrorism or other cause of a like nature not enumerated herein but which is beyond the control of the Party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), provided the affected Party provides reasonable notice of the event of Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a Party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds, nor shall the City's inability or refusal to grant any permits, variances, or similar approvals be deemed an event of Force Majeure provided the City has followed its standard procedures, ordinances, and policies.

**Section VIII.3 Representations and Warranties of Developer.** Developer, and each of them, represents and warrants to the City as follows:

(a) Valid and Binding Obligation. This Agreement is the legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Authority. The execution, delivery, and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(c) No Conflicts. The execution and delivery of this Agreement, the consummation of any of the transactions contemplated by this Agreement, and the compliance with the terms and provisions of this Agreement will not contravene any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(d) No Consents. No consent, authorization, approval, order, or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this Agreement, or the consummation of the transactions contemplated hereby, except for zoning, building and other customary permits or approvals to be obtained from City or other governmental units.

**Section VIII.4 Execution of Counterparts and Electronic Transactions.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The transaction described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section VIII.05 Amendments.** This Agreement may be amended, changed, or modified only by a written agreement duly executed by the City and Developer. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity, or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

**Section VIII.06 Notices.** All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; or (ii) delivered in person, in each case if addressed to the Parties set forth below:

To City:                      City of Leavenworth City  
   c/o City of Leavenworth, Kansas  
   Attn. City Manager  
   City Hall, 100 N. 5th Street  
   Leavenworth, Kansas 66048

Copy to:                      Spencer Fane LLP  
   Attn. David E. Waters  
   6201 College Boulevard, Suite 500  
   Overland Park, Kansas 66211

To Developer:                Insight Development, LLC  
   1250 N. Winchester St., Suite F  
   Olathe, Kansas 66061

All notices given by fax, email, or personal delivery, followed up by regular United States mail, shall be deemed duly given one (1) business day after they are so delivered.

**Section VIII.07 Tax Implications.** Developer acknowledges and agrees that (a) neither City nor any of its officials, employees, consultants, attorneys, or other agents have provided to Developer any advice regarding the federal or state income tax or property tax implications or consequences of this Agreement, and the transactions contemplated hereby, and (b) Developer is relying solely upon its own tax advisors in this regard.

**Section VIII.08 Time of Essence.** Time is of the essence of this Agreement.

**Section VIII.09 Miscellaneous.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. Any suit shall be filed in or with the state courts for Leavenworth County, Kansas, and each Party agrees to such venue and forum. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the validity and effect of the other provisions of this Agreement shall not be affected thereby. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof. Time is of the essence in this Agreement. The Exhibits attached to and incorporated into this Agreement by reference are a part of this Agreement to the same extent as if fully set forth in this Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral or written agreements concerning the subject

matter of this Agreement. Notwithstanding any economic development goals, processes, and procedures adopted by City, the terms of this Agreement shall take precedence and govern the relationship among the parties, and Developer shall not be entitled to rely on such goals, processes, and procedures except to the extent set forth in this Agreement.

**Section VIII.10 Run with the Land.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs and permitted successors and assigns and shall run with the land constituting the Property. At Closing, the City shall record a memorandum describing this Agreement in the land records of Leavenworth County, Kansas, in the form attached hereto as Exhibit C (the "Memorandum"), which Memorandum shall be deemed one of the Permitted Exceptions. Those provisions herein which are intended to survive Closing shall survive Closing and shall not be deemed to be merged with the Deed.

IN WITNESS WHEREOF, City and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

**CITY:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

**DEVELOPER:**

**INSIGHT DEVELOPMENT, LLC**

By: Travis C Swift  
Travis Swift  
Title: Manager

By: Medea D. Oakley  
Medea Oakley  
Title: Manager

**EXHIBIT A TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Description of the Phases and Applicable Schedules]

**Phase 1:**        **Submit applications for and obtain approval of any and all final rezonings, final special use permits or conditional use permits, final replattings, and/or final site plans necessary for the Project.**

Completion Date:        Within **6** calendar months after the Closing. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, Developer acknowledging and agreeing that the City cannot contractually agree to take legislative actions.

**Phase 2:**        **Submit applications for and obtain building permits for the entirety of the Project, including submission of complete plans and specifications for the Project, in such forms as shall allow the City to consider and approve such applications by the Completion Date set forth below, which applications shall be processed, considered, and approved or denied in due course using City's normal standards and procedures.**

Commencement Date:    Upon the Completion Date for Phase 1 above.

Completion Date:        Within **3** calendar months after the Commencement Date for Phase 2. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, provided the City has followed its standard procedures, ordinances, and policies.

**Phase 3:**        **Commenced and completed all work for the Project in accordance with building permits obtained as Phase 2.**

Commencement Date:    Upon the Completion Date for Phase 2 above.

Completion Date:        Within **12** calendar months after the Commencement Date for Phase 3 (includes final inspections and issuance of a full certificate of occupancy for the Project).

**EXHIBIT B TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Form of Deed]

**KANSAS SPECIAL WARRANTY DEED**

THIS INDENTURE, made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024, is made by **City of Leavenworth, Kansas**, a Kansas municipal corporation (“Grantor”), to **Insight Development, LLC, a Kansas limited liability company** (“Grantee”). Grantee’s mailing address is 1250 N. Winchester St., Suite F, Olathe, Kansas 66061.

Grantor, in consideration of the sum of TEN DOLLARS and other good and valuable consideration, to it paid by Grantees (the receipt of which is hereby acknowledged) does by these presents GRANT, SELL, CONVEY AND CONFIRM unto Grantees, their heirs, successors and assigns, the following described lots, tracts or parcels of land lying, being, and situated in the County of Leavenworth and State of Kansas (the “Property”):

201 Kickapoo Street, Leavenworth, Kansas; Parcel No. 052-077-25-0-31-02-001.00-0;  
LEAVENWORTH, PLT ORIG, S25, T08, R22E,; BLOCK 29, LOT 30 - 32

EXCEPT AND SUBJECT TO all items listed on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Permitted Encumbrances”), a right of reentry in favor of Grantor as set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the “Right of Reentry”), and those certain use restrictions set forth on **Exhibit C** attached hereto and incorporated herein by this reference (the “Use Restrictions”). As used herein and in the Exhibits hereto, the term “Agreement” shall mean that certain Land Transfer and Development Agreement dated as of March 8, 2024, between Grantor and Grantee, and the term “Project” shall have such meaning as set forth in the Agreement.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges, tenements, hereditaments, appurtenances and immunities thereunto belonging or in any wise appertaining, forever.

And said Grantor, for itself and its successors and assigns, does hereby covenant, promise and agree to and with said Grantees, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described Property, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of any nature or kind whatsoever by, through, or under the Grantor, except as set forth above; and that it will WARRANT and FOREVER DEFEND the same unto the said Grantees, their heirs, successors and assigns, against Grantor, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto executed this Kansas Special Warranty Deed the day and year first above written.

**GRANTOR:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF LEAVENWORTH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said state, personally appeared Griff Martin, who stated that he is the Mayor of the City of Leavenworth, Kansas, a Kansas municipal corporation, known to me to be the person who executed the within instrument on behalf of said city and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_  
(Type, print or stamp Notary's name)

**EXHIBIT A TO SPECIAL WARRANTY DEED**

[Permitted Encumbrances]

1. All land heretofore conveyed or dedicated for road purposes or right-of-way;
2. Matters of record encumbering the Property;
3. Liens for state, county and local real estate taxes and special assessments becoming due after the date hereof and subsequent years;
4. Zoning laws, subdivision regulations and other laws and ordinances regulating the use of (or improvements to) the Property;
5. The Right of Reentry;
6. The Use Restrictions;
7. That certain Memorandum of Land Transfer and Development Agreement recorded against the Property contemporaneously herewith.

**EXHIBIT B TO SPECIAL WARRANTY DEED**

[Reversionary Interest]

Grantor hereby reserves and retains unto itself a right of reentry as provided in that certain Land Transfer and Development Agreement between Grantor and Grantee dated as of March 8, 2024 (the "Agreement"). Grantee, for itself and its successors, assigns, and successors in title, covenants and agrees that if Grantee shall fail to commence and/or complete any Phase of the Project (as such terms are defined in the Agreement) by those dates set forth in Exhibit A to the Agreement (which Exhibit is further incorporated herein by this reference), or should be in Developer Default (as defined in the Agreement), but subject to Force Majeure (as defined in the Agreement) and the cure period provisions set forth in Section 7.01 of the Agreement, or time extension of a later agreed upon date with written consent by both Grantor and Grantee; then in any of the foregoing cases, Grantor shall have the right of reentry and title to the Property, at Grantor's option, shall revert back to Grantor. Upon satisfaction of such requirement as to all Phases of the Project, Grantor will execute a release of such Right of Reentry in recordable form as mutually agreed to by Grantor and Grantee.

The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. The foregoing does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this instrument shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

[Description of the Phases and Applicable Schedules]

**Phase 1:      Submit applications for and obtain approval of any and all final rezonings, final special use permits or conditional use permits, final replattings, and/or final site plans necessary for the Project.**

Completion Date:      Within 6 calendar months after the Closing. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, Developer acknowledging and agreeing that the City cannot contractually agree to take legislative actions.

**Phase 2:      Submit applications for and obtain building permits for the entirety of the Project, including submission of complete plans and specifications for the Project, in such forms as shall allow the City to consider and approve such applications by the Completion Date set forth below, which applications shall be processed, considered, and approved or denied in due course using City's normal standards and procedures.**

Commencement Date:      Upon the Completion Date for Phase 1 above.

Completion Date: Within 3 calendar months after the Commencement Date for Phase 2. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, provided the City has followed its standard procedures, ordinances, and policies.

**Phase 3: Commenced and completed all work for the Project in accordance with building permits obtained as Phase 2.**

Commencement Date: Upon the Completion Date for Phase 2 above.

Completion Date: Within 12 calendar months after the Commencement Date for Phase 3 (includes final inspections and issuance of a full certificate of occupancy for the Project).

**EXHIBIT C TO SPECIAL WARRANTY DEED**

[Use Restrictions]

In addition to any uses prohibited by applicable law or regulation, the following uses are hereby, and shall be, prohibited within the Property and the Project without the prior written consent of the Grantor, which consent may be withheld in the Grantor's sole discretion:

Any use that would or could cause the Property or the Project, or any portion thereof, to be exempt from the payment of ad valorem real or personal property taxes; and Developer (and its successors and assigns) shall not assign or convey all or any part of its interest in the Property or the Project (or any portion thereof), or lease or sublet all or any part of the Property or the Project to any person or entity, or allow the condominiumization of all or any portion of the Property or the Project, or in any other manner grant any right to use, occupy or otherwise lease or allow the use of the Property (or any portion thereof) in such a manner that would cause the Property or the Project (or any portion thereof) to be exempt from, or eligible for exemption from, ad valorem real or personal property taxation. Developer agrees that any violation of this subsection will be deemed initially void, and acknowledges that, notwithstanding such voiding, the City may incur damages as a result of such violations, and Developer agrees to indemnify the City from any such damages.

**EXHIBIT C TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Form of Memorandum]

**MEMORANDUM OF LAND TRANSFER AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF LAND TRANSFER AND DEVELOPMENT AGREEMENT (“Memorandum”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by the **City of Leavenworth, Kansas**, a Kansas municipal corporation (“City”).

KNOW ALL MEN BY THESE PRESENTS, THAT:

1. The City and **Insight Development, LLC**, a Kansas limited liability company (“Developer”), are parties to that certain Land Transfer and Development Agreement dated as of March 8, 2024, as may be amended or extended (the “Agreement”), which Agreement applies to certain real property more particularly as follows (the “Property”):

201 Kickapoo Street, Leavenworth, Kansas; Parcel No. 052-077-25-0-31-02-001.00-0;  
LEAVENWORTH, PLT ORIG, S25, T08, R22E.; BLOCK 29, LOT 30 - 32

2. The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. Except as may otherwise be set forth in the Agreement, the provisions of the Agreement shall survive and shall not be merged with any deed of the Property (or any portion thereof) delivered pursuant to the Agreement. This Memorandum does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this Memorandum shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

*[Signature Page Follows Directly]*

IN WITNESS WHEREOF, the Land Bank has executed this Memorandum as of the day and year first above written.

**CITY:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF LEAVENWORTH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said state, personally appeared Griff Martin, who stated that he is the Mayor of the City of Leavenworth, Kansas, a Kansas municipal corporation, known to me to be the person who executed the within instrument on behalf of said city and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_  
(Type, print or stamp Notary's name)

**LAND TRANSFER AND DEVELOPMENT AGREEMENT**  
**709 N. 2ND STREET**

THIS LAND TRANSFER AND DEVELOPMENT AGREEMENT (this “Agreement”), is effective as of the 8<sup>th</sup> day of March, 2024 (the “Effective Date”), by and between the City of Leavenworth, Kansas, a Kansas municipal corporation (“City”), and **Insight Development, LLC**, a Kansas limited liability company (“Developer”) (City and Developer may be collectively referred to as the “Parties” and each a “Party”).

**RECITALS**

A. Reference is hereby made to that certain real property located in the City of Leavenworth, Leavenworth County, Kansas, commonly known and numbered as 709 N. 2nd Stret, Parcel No. 052-077-25-0-20-21-011.00-0 (the “Property”).

B. Developer has proposed a development project for the Property consisting generally of duplexes or single-family homes and related infrastructure work (the “Project”).

C. To facilitate development of the Project, City has agreed to convey the Property to Developer pursuant and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I**  
**GENERAL; TERM**

**Section I.1 Incorporation of Recitals.** The above recitals are hereby incorporated and made a part of this Agreement by this reference as if completely set forth in this Agreement.

**Section I.2 Term of Agreement.** Except for those provisions which specifically survive expiration or termination of this Agreement, and except where earlier termination is provided for in this Agreement, the “Term” of this Agreement shall commence on the Effective Date and expire on the Completion Date (defined below) of the entire Project.

**ARTICLE II**  
**THE PROJECT**

**Section II.1 Description and Scope of Project.** The scope, timing, and components of the Project, all as set forth in this Agreement, are critical to the City’s agreement to convey the Property to Developer. The Project may be developed in phases (individually, a “Phase” and together, the “Phases”), as more particularly set forth on Exhibit A which is attached hereto and incorporated herein by this reference.

**Section II.2 Plan Approval.** Developer will submit to the City of Leavenworth, Kansas (the “City”) such preliminary plans and final plans as and when necessary for final zoning and building approvals of the Project (or the applicable Phase thereof) as required by the zoning, building, construction, and fire/life/safety codes adopted by City. Developer understands that the City shall not be required itself under this Agreement to grant any permits, variances, or similar approvals except in accordance with its standard procedures, ordinances, and policies.

**Section II.3 Modifications to Plans.** Following approval of the preliminary plans and final plans by the City (as provided above), no substantial changes may be made to final development plans or final site plans for the Project (or the applicable Phase thereof) except as may be mutually agreed upon, in writing, between Developer and City. As used in this Section 2.03, the term “substantial changes” includes, but may not be limited to: material modifications or revisions to architectural or design elements; material changes to building envelopes or locations of structures; and material changes to size, layout, height, and locations of access points, drives, parking areas, and storage areas. Further, following approval of the preliminary plans and final plans, whether by the City or another regulatory body (as provided above), Developer shall not make any substantial changes to such approved plans for the Project (or the applicable Phase thereof) without City’s prior approval, and subject to City’s standard procedures for review and approval of the same. Developer shall not be required to obtain City approval as to non-substantial changes to the Project (or the applicable Phase thereof) with respect to color selections, material selections and the like which comply with any applicable design guidelines and criteria and which do not otherwise trigger City approval under City’s planning and zoning ordinances and/or policies.

**Section II.4 Taxes and Assessments.** From and after taking title to the Property as provided herein, Developer must timely pay when due all taxes (including ad valorem real property taxes and personal property taxes) and special assessments, including interest and penalties, imposed against the Property (from and after Closing), the Project (or applicable Phase thereof), and/or Developer. Developer shall not allow any tax lien (whether federal, state, county, municipal, or otherwise) to attach to the Property, the Project (or any Phase thereof), or Developer’s interests therein. By January 15 of each calendar year (and by June 15 of each calendar year, if taxes, and assessments may be paid in part and Developer does so), Developer shall provide City with receipts evidencing payment of such taxes and assessments. The obligation of Developer to provide City with such receipts terminates at Project completion.

### **ARTICLE III** **TRANSFER OF THE PROPERTY**

**Section III.1 Transfer of the Property.** Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (defined below) and Developer’s development and construction of the Project, City shall convey the Property to Developer pursuant to a special warranty deed in the form attached hereto as Exhibit B (the “Deed”) and subject to: (a) the terms and conditions of this Agreement, (b) the Permitted Exceptions (defined below), and (c) the Right of Reentry (defined below). Any owner’s title insurance policy as to the Property acquired by Developer hereunder (“Title Policy”) will be at Developer’s sole cost and expense.

**Section III.2 Right of Reentry.** The conveyance of the Property to Developer shall be subject to a “Right of Reentry” (under which City is referred to as “Grantor” and Developer is referred to as “Grantee”) in substantially the following form:

Grantor hereby reserves and retains unto itself a right of reentry as provided in that certain Land Transfer and Development Agreement between Grantor and Grantee dated as of March 8, 2024 (the “Agreement”). Grantee, for itself and its successors, assigns, and successors in title, covenants and agrees that if Grantee shall fail to commence and/or complete any Phase of the Project (as such terms are defined in the Agreement) by those dates set forth in Exhibit A to the Agreement (which Exhibit is further incorporated herein by this reference), or should be in Developer Default (as defined in the Agreement), but subject to Force Majeure (as defined in the Agreement) and the cure period provisions set forth in Section 7.01 of the Agreement, or time

extension of a later agreed upon date with written consent by both Grantor and Grantee; then in any of the foregoing cases, Grantor shall have the right of reentry and title to the Property, at Grantor's option, shall revert back to Grantor. Upon satisfaction of such requirement as to all Phases of the Project, Grantor will execute a release of such Right of Reentry in recordable form as mutually agreed to by Grantor and Grantee.

The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. The foregoing does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this instrument shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

**Section III.3 Permitted Exceptions.** The Property shall be conveyed subject to: all land heretofore conveyed or dedicated for road purposes or right-of-way; matters of record encumbering the Property (and approved by Developer as provided herein); liens for state, county and local real estate taxes and special assessments becoming due after Closing and subsequent years; and zoning laws, subdivision regulations and other laws and ordinances regulating the use (or improvements to) the Property, the Right of Reentry, the Use Restrictions (defined below), and the Memorandum (defined below), all of which shall be deemed "Permitted Exceptions" to Developer's title.

**Section III.4 Condition of the Property.** Other than the express representations and warranties of the City contained in this Agreement, City makes no warranties, representations or statements about any legal documents, records, files, or information provided to Developer, nor any physical items and conditions relating to the Property including, but not limited to any environmental conditions on the Property. No agents, employees, brokers, or other persons are authorized to make any representations or warranties for the City. By its execution of this Agreement, Developer acknowledges that, except for the express representations and warranties of the City contained in this Agreement, the City has not made any warranties, representations, or statements whatsoever concerning any condition or matter relating to the Property, including such matters as title to the Property, legal status of the Property, use of the Property (including, but not limited to, the operation of the Property for Developer's intended purposes), availability or cost of utilities, or physical condition of the Property. City has relied upon this acknowledgment as a material inducement to enter into this Agreement. If this transaction closes and Developer acquires the Property, other than those representations and warranties, which are specifically set forth in this Agreement, Developer is acquiring the Property "AS IS" and "WHERE IS," and it acknowledges and agrees that it relies upon no warranties, representations or statements by City or any other persons for City in entering into this Agreement or in closing the transaction described in this Agreement, other than those representations and warranties, which are specifically set forth in this Agreement.

**Section III.5 Closing of Transaction.**

(a) Closing of the transaction (as to the Property) contemplated by this Agreement shall be held at a time and place mutually acceptable to the Parties (the "Closing Date"); provided, that (i) Closing shall occur no later than thirty (30) days after the Effective Date. In the event the Closing Date falls on a weekend or holiday, the Closing shall occur on the next business day thereafter.

(b) At the Closing, Developer shall pay to the City, via wire transfer or other certified funds, the sum of One Hundred Twenty-five and No/100 Dollars (\$125.00) (the "Purchase Price"). Notwithstanding the foregoing, nothing in this Agreement shall be deemed to reflect that the Purchase Price reflects the actual appraised value of the Property.

(c) At the Closing, City shall deliver to Developer the Deed for the Property, subject to the Permitted Exceptions.

(d) City and Developer shall also execute and deliver such other affidavits or documents as the applicable title company or closing agent may reasonably require for Closing. Developer shall pay for the premium for the Title Policy (if any), recording the Deed, and any Closing fees charged by the Title Company. All other costs and expenses incurred by either Party hereto in connection with this Agreement or the transactions contemplated hereby shall, unless otherwise provided in this Agreement, be paid by the Party incurring the expense. City shall deliver possession of the Property to Developer at Closing. Real property ad valorem taxes and special assessments shall be paid by Developer, and not prorated to the Closing Date. Developer shall be responsible for all ad valorem taxes and installments of special assessments attributable to any period before, on, and after the Closing.

#### **ARTICLE IV** **DEVELOPMENT OF THE PROJECT**

**Section IV.1 Schedule.** Developer must commence construction of (and must have obtained all building permits for) all Phases of the Project by and within the time periods set forth in Exhibit A attached hereto, subject to Force Majeure and the cure provisions set forth in Section 7.01 herein.

**Section IV.2 Code Compliance.** The Project must comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules, and regulations. Developer must, at its own expense, secure or cause to be secured all permits which may be required by City or any other governmental agency having jurisdiction for the construction and operation of the Project. Developer must comply with applicable City regulations regarding seeding, landscaping, or otherwise controlling dust, dirt, and weeds on non-developing portions of the Property, and Developer shall otherwise maintain in good order all lawns, trees, and other landscaping on the Property. Developer shall not in the construction of, or otherwise in connection with, the Project discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation, gender identity, disability, national origin or ancestry, and Developer shall comply with all City regulations and policies regarding the same.

**Section IV.3 Developer Certificates of Completion.** Promptly after completion of each Phase of the Project in accordance with the provisions of this Agreement, Developer shall submit to the City a certificate or notice of final completion prepared by Developer or Developer's contractor(s), in a form reasonably acceptable to the City (the "Certificate of Final Completion"). The term "Final Completion" shall mean that Developer has completed all work as required by this Agreement for the Project, including final "punch list" work, and that City has granted to Developer a Certificate of Occupancy as to the entire Project (the date of Final Completion of the Project is referred to in this Agreement as the "Completion Date"). The City will carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Final Completion.

**Section IV.4 City and City Rights of Access.** Representatives of the City and the City shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement including, but not

limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project improvements, so long as they comply with all safety rules.

**Section IV.5 Use Restrictions.** In addition to any uses prohibited by applicable law or regulation, the following uses are hereby, and shall be, prohibited within the Property and the Project without the prior written consent of the City, which consent may be withheld in the City's sole discretion (the "Use Restrictions"):

Any use that would or could cause the Property or the Project, or any portion thereof, to be exempt from the payment of ad valorem real or personal property taxes; and Developer (and its successors and assigns) shall not assign or convey all or any part of its interest in the Property or the Project (or any portion thereof), or lease or sublet all or any part of the Property or the Project to any person or entity, or allow the condominiumization of all or any portion of the Property or the Project, or in any other manner grant any right to use, occupy or otherwise lease or allow the use of the Property (or any portion thereof) in such a manner that would cause the Property or the Project (or any portion thereof) to be exempt from, or eligible for exemption from, ad valorem real or personal property taxation. Developer agrees that any violation of this subsection will be deemed initially void, and acknowledges that, notwithstanding such voiding, the City may incur damages as a result of such violations, and Developer agrees to indemnify the City from any such damages.

Such use restrictions shall be included in the Deed. The provisions of this Section 4.05 shall survive expiration or termination of this Agreement.

**Section IV.6 Annual Compliance Certification.** At any time upon the request of the City, the Developer shall provide a signed certification to the City containing (1) a certification that the Developer is in compliance with the Agreement, applicable state law, or applicable local law, including that the Developer is not delinquent on taxes or other obligations owed to the City or another governmental entity. The obligation of Developer to provide City with such certifications terminates at Project completion.

## **ARTICLE V** **ASSIGNMENT AND TRANSFER**

**Section V.1 Assignments by Developer.** Prior to Final Completion of the Project, Developer may not assign Developer's rights, duties, or obligations under this Agreement, in whole or in part, to another person or entity, without the prior approval of City, which approval may be granted or withheld in City's sole discretion. Any permitted assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject. In the event of a permitted transfer or assignment of this Agreement, whether by virtue of City approval or otherwise, then Developer shall be relieved from all obligations set forth herein.

**Section V.2 Successors and Assigns.** The Parties' respective obligations under this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, and permitted successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a Party and bound by this Agreement.

**Section V.3 Tenants and Subtenants.** The Parties acknowledge and agree that, upon Final Completion of the Project, Developer may allow tenants, subtenants, or operators to occupy all or portions of the Project, whether pursuant to a lease, sublease, or otherwise (collectively, "Tenants") without approval or consent by the City (but subject to all applicable laws and the use restrictions set forth in this Agreement).

**ARTICLE VI**  
**INDEMNIFICATION AND INSURANCE**

**Section VI.1 Indemnification.**

(a) Developer shall defend, indemnify, and hold City and City's elected and appointed officers, agents, contractors, and employees, harmless from all costs (including attorneys' fees and costs), claims, demands, liabilities, or judgments for injury or damage to property and injuries to persons, including death, which may be caused directly by any of the Developer's activities under this Agreement. In the event that Developer or its contractors release Hazardous Substances onto the Property after the Effective Date of this Agreement in violation of Environmental Laws, Developer shall be responsible for the remediation of such Hazardous Substances (defined below) in accordance with applicable Environmental Laws (defined below) and shall defend, indemnify, and hold City and City's elected and appointed officers, agents, contractors, and employees, harmless from all costs (including attorneys' fees and costs), claims, demands, liabilities, or judgments for injury or damage to property and injuries to persons, including death, which may be caused directly by Developer's or its contractors' release of Hazardous Substances onto the Property after the Effective Date of this Agreement in violation of Environmental Laws. The right to indemnification set forth in this Agreement shall survive the expiration or termination of this Agreement.

(b) For purposes of this Agreement, "Hazardous Substances" shall mean any substance or material that is or becomes described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes, without limitation, asbestos or asbestos containing material, petroleum (including, without limitation, flammable explosives, crude, oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum, petroleum-based products and petroleum additives and derived substances, lead-based paint, viruses, mold, fungi or bacterial matter, the group of compounds known as polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity; and the term "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code section 9601, et seq., the Resource Conservation and Recovery Act, 42 United States Code section 6901, et seq., and the Clean Water Act, 33 United States Code section 1251, et seq.

(c) The provisions of this Section 6.01 shall survive expiration or termination of this Agreement.

**Section VI.2 Insurance.**

(a) As used in this Section, "Replacement Value" means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than 100% of the actual replacement cost of the improvements on the Property, including additional administrative or managerial costs that may be incurred to effectuate the repairs or reconstruction, but excluding costs of excavation, foundation, and footings. Replacement Value shall be determined by an appraisal or a report from an insurance consultant that is engaged by Developer for the Project ("Insurance Consultant"), or if the policy is on a blanket form, such other means as is reasonably acceptable to the Insurance Consultant. If an appraisal or report is conducted, Developer must furnish a copy of such appraisal or report to City. City may request, from time to time, such reasonable evidence as may be necessary to ensure compliance with this Section, including, but not limited to, reports and appraisals of an Insurance Consultant.

(b) Upon and after the date of Closing, and for so long as the City's Right of Reentry remains in effect, Developer must keep the Project continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the operation of facilities of the type and size comparable to the Project. All policies of insurance required by this Section must become utilized as required by this Agreement. For so long as the City's Right of Reentry remains in effect Developer, at Developer's sole expense, must carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Project:

(i) Builder's risk insurance on a completed value form and, on and after the Completion Date of each structure, property insurance, in each case (A) providing coverage during the construction of the Project for financial losses of the Developer relating to continuing expenses, caused by property damage during the construction of the Project, (B) providing coverage (including increased costs from changes in building laws, demolition costs and replacement cost coverage) for those risks which is equal or broader than that currently covered by a special form policy covering all improvements, fixtures and equipment in the Project, (C) containing an agreed amount endorsement or a waiver of all co-insurance provisions, (D) providing for no deductible in excess of \$50,000.00 (as increased each calendar year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (E) covering, without limitation, loss, including, but not limited to fire, extended coverage perils, vandalism and malicious mischief, water damage, debris removal, collapse, and comprehensive boiler and machinery insurance, in each case on a replacement cost basis in an amount equal to the Project's Replacement Value.

(ii) Commercial general liability insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form), including at least the following hazards: (A) premises and operations; (B) products and completed operations; (C) independent contractors; and (D) blanket contractual liability; such insurance (Y) to be on an "occurrence" form with a combined limit of not less than \$3,000,000.00 in the aggregate and \$1,000,000.00 per occurrence (which may be comprised of a primary general liability policy and umbrella coverages);

(iii) Flood insurance, if the Project or any Phase thereof is located in an area identified as having "special flood hazards" as such term is defined pursuant to applicable federal law, with limits as are customary in connection with the operation of facilities of the type and size comparable to the applicable Phase; and

(iv) if applicable, Workers' compensation insurance, with statutorily required coverage.

(c) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) must be written by financially responsible insurers with a rating equal to or higher than A-/FSC VII or better by Best Insurance Guide and Key Ratings, or must otherwise be acceptable to the Insurance Consultant as evidenced by a written certificate delivered to City; and

(ii) must be in such forms and with such provisions as are generally considered standard provisions for the types of insurance involved, as evidenced by a written report of the Insurance Consultant delivered to City on the Completion Date for each Phase.

(e) As and when obtained, Developer must provide City certificates for all such policies, evidencing that all required insurance is in full force and effect; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer if Developer provides the City with a certificate from an Insurance Consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement must provide for thirty (30) calendar days' prior written notice to Developer and City of any cancellation.

(f) If Developer fails to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, Developer must promptly notify City of such event and City, in addition to any other remedy it may have, may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and Developer will reimburse City to the extent of the amounts so advanced, with interest thereon at a rate of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum.

**Section VI.3 Non-Liability of Officials, Employees and Agents of the City and City.**

Except as otherwise set forth herein, Developer shall have no recourse for any claim based upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer or employee of City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and Developer hereby expressly waives and releases any such claims as a condition of, and in consideration for, the execution of this Agreement.

**ARTICLE VII  
DEFAULT AND REMEDIES**

**Section VII.1 Default by Developer.** Developer will be in default (each a "Developer Default") under this Agreement if:

(a) Any representation or statement of or by Developer in any application or information provided to City, or any application or information provided to the City or to Leavenworth County, Kansas (the "County"), or in any report provided to the City as required under this Agreement, should be untrue or misleading in any material respect and Developer fails to cure or correct same within thirty (30) calendar days of written notice from the City, to the extent such failure can be cured; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of Developer Default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected.

(b) Developer fails to keep or perform any covenant or obligation that Developer is to keep or perform pursuant to this Agreement, and Developer fails to remedy the same within thirty (30) calendar days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of Developer Default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer files a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Developer in a court having jurisdiction and that petition is not dismissed within sixty (60) calendar days after such filing; or Developer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) calendar days; or any execution or attachment shall issue against Developer whereupon the Property, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) calendar days of written notice from the City; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected.

**Section VII.2 Rights and Remedies of City.** The rights and remedies reserved by City under this Agreement and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Whenever any Developer Default has occurred and continues to exist and so long as it continues to exist, subject to applicable cure periods as set forth in Section 7.01 above, City or City, as the case may be, may, at its option and without limitation: (i) terminate this Agreement; (ii) exercise the Right of Reentry; (iii) terminate or cancel any incentives for Developer and the applicable Phase for which the Developer Default has occurred, and take such steps as may be necessary or appropriate to do so; (iv) terminate or cancel any payments, waivers, or grants of funds appropriated or scheduled to be appropriated to Developer to the extent not received; and/or (v) exercise any other rights or remedies available to City at law or equity. Without limiting the generality of the foregoing, the City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity. If any Developer Default occurs, City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity.

## **ARTICLE VIII MISCELLANEOUS**

**Section VIII.1 Waiver of Breach.** No waiver of any breach of any covenant or agreement set forth in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either Party of any covenant, agreement or undertaking, the non-defaulting Party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

**Section VIII.2 Force Majeure.** If any Party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any circumstances outside the control of any Party, including, without limitation, acts of God, emergency, bioterrorism, terrorism, acts of war, disease, pandemics (including without limitation, delays arising out of the spread of COVID-19, such as, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant permit applications or signoffs or to perform inspections, or the unavailability of required meetings

of governmental agencies necessary to act to grant any approvals), any rule, order or regulation of any department or subdivision thereof of any government agency enacted after the date of this Agreement that prevents a Party from performing its obligations under this Agreement, strikes, lockouts, labor disturbance or disruptions, failure of power or other insufficient utility service, unusual delays in the supply or delivery of materials or equipment not caused by the applicable Party, riots, insurrection, environmental restrictions or remediation required by the appropriate government authorities, governmental preemption in connection with a National emergency, fire, unavoidable casualties, abnormal weather conditions, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war terrorism or other cause of a like nature not enumerated herein but which is beyond the control of the Party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), provided the affected Party provides reasonable notice of the event of Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a Party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds, nor shall the City's inability or refusal to grant any permits, variances, or similar approvals be deemed an event of Force Majeure provided the City has followed its standard procedures, ordinances, and policies.

**Section VIII.3 Representations and Warranties of Developer.** Developer, and each of them, represents and warrants to the City as follows:

(a) Valid and Binding Obligation. This Agreement is the legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Authority. The execution, delivery, and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(c) No Conflicts. The execution and delivery of this Agreement, the consummation of any of the transactions contemplated by this Agreement, and the compliance with the terms and provisions of this Agreement will not contravene any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(d) No Consents. No consent, authorization, approval, order, or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this Agreement, or the consummation of the transactions contemplated hereby, except for zoning, building and other customary permits or approvals to be obtained from City or other governmental units.

**Section VIII.4 Execution of Counterparts and Electronic Transactions.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The transaction described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be



matter of this Agreement. Notwithstanding any economic development goals, processes, and procedures adopted by City, the terms of this Agreement shall take precedence and govern the relationship among the parties, and Developer shall not be entitled to rely on such goals, processes, and procedures except to the extent set forth in this Agreement.

**Section VIII.10 Run with the Land.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs and permitted successors and assigns and shall run with the land constituting the Property. At Closing, the City shall record a memorandum describing this Agreement in the land records of Leavenworth County, Kansas, in the form attached hereto as Exhibit C (the "Memorandum"), which Memorandum shall be deemed one of the Permitted Exceptions. Those provisions herein which are intended to survive Closing shall survive Closing and shall not be deemed to be merged with the Deed.

IN WITNESS WHEREOF, City and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

**CITY:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

**DEVELOPER:**

**INSIGHT DEVELOPMENT, LLC**

By: Travis C. Swift  
Travis Swift  
Title: Manager

By: Medea P. Oakley  
Medea Oakley  
Title: Manager

**EXHIBIT A TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Description of the Phases and Applicable Schedules]

**Phase 1:**        **Submit applications for and obtain approval of any and all final rezonings, final special use permits or conditional use permits, final replattings, and/or final site plans necessary for the Project.**

Completion Date:        Within **6** calendar months after the Closing. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, Developer acknowledging and agreeing that the City cannot contractually agree to take legislative actions.

**Phase 2:**        **Submit applications for and obtain building permits for the entirety of the Project, including submission of complete plans and specifications for the Project, in such forms as shall allow the City to consider and approve such applications by the Completion Date set forth below, which applications shall be processed, considered, and approved or denied in due course using City's normal standards and procedures.**

Commencement Date:    Upon the Completion Date for Phase 1 above.

Completion Date:        Within **3** calendar months after the Commencement Date for Phase 2. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, provided the City has followed its standard procedures, ordinances, and policies.

**Phase 3:**        **Commenced and completed all work for the Project in accordance with building permits obtained as Phase 2.**

Commencement Date:    Upon the Completion Date for Phase 2 above.

Completion Date:        Within **12** calendar months after the Commencement Date for Phase 3 (includes final inspections and issuance of a full certificate of occupancy for the Project).

**EXHIBIT B TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Form of Deed]

**KANSAS SPECIAL WARRANTY DEED**

THIS INDENTURE, made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024, is made by **City of Leavenworth, Kansas**, a Kansas municipal corporation (“Grantor”), to **Insight Development, LLC, a Kansas limited liability company** (“Grantee”). Grantee’s mailing address is 1250 N. Winchester St., Suite F, Olathe, Kansas 66061.

Grantor, in consideration of the sum of TEN DOLLARS and other good and valuable consideration, to it paid by Grantees (the receipt of which is hereby acknowledged) does by these presents GRANT, SELL, CONVEY AND CONFIRM unto Grantees, their heirs, successors and assigns, the following described lots, tracts or parcels of land lying, being, and situated in the County of Leavenworth and State of Kansas (the “Property”):

709 N. 2nd Street, Leavenworth, Kansas; Parcel No. 052-077-25-0-20-21-011.00-0;  
LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 30, S50'LTS 30-32

EXCEPT AND SUBJECT TO all items listed on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Permitted Encumbrances”), a right of reentry in favor of Grantor as set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the “Right of Reentry”), and those certain use restrictions set forth on **Exhibit C** attached hereto and incorporated herein by this reference (the “Use Restrictions”). As used herein and in the Exhibits hereto, the term “Agreement” shall mean that certain Land Transfer and Development Agreement dated as of March 3, 2024, between Grantor and Grantee, and the term “Project” shall have such meaning as set forth in the Agreement.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges, tenements, hereditaments, appurtenances and immunities thereunto belonging or in any wise appertaining, forever.

And said Grantor, for itself and its successors and assigns, does hereby covenant, promise and agree to and with said Grantees, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described Property, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of any nature or kind whatsoever by, through, or under the Grantor, except as set forth above; and that it will WARRANT and FOREVER DEFEND the same unto the said Grantees, their heirs, successors and assigns, against Grantor, its successors and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto executed this Kansas Special Warranty Deed the day and year first above written.

**GRANTOR:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF LEAVENWORTH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said state, personally appeared Griff Martin, who stated that he is the Mayor of the City of Leavenworth, Kansas, a Kansas municipal corporation, known to me to be the person who executed the within instrument on behalf of said city and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Type, print or stamp Notary's name)

**EXHIBIT A TO SPECIAL WARRANTY DEED**

[Permitted Encumbrances]

1. All land heretofore conveyed or dedicated for road purposes or right-of-way;
2. Matters of record encumbering the Property;
3. Liens for state, county and local real estate taxes and special assessments becoming due after the date hereof and subsequent years;
4. Zoning laws, subdivision regulations and other laws and ordinances regulating the use of (or improvements to) the Property;
5. The Right of Reentry;
6. The Use Restrictions;
7. That certain Memorandum of Land Transfer and Development Agreement recorded against the Property contemporaneously herewith.

**EXHIBIT B TO SPECIAL WARRANTY DEED**

[Reversionary Interest]

Grantor hereby reserves and retains unto itself a right of reentry as provided in that certain Land Transfer and Development Agreement between Grantor and Grantee dated as of March 8, 2024 (the “Agreement”). Grantee, for itself and its successors, assigns, and successors in title, covenants and agrees that if Grantee shall fail to commence and/or complete any Phase of the Project (as such terms are defined in the Agreement) by those dates set forth in Exhibit A to the Agreement (which Exhibit is further incorporated herein by this reference), or should be in Developer Default (as defined in the Agreement), but subject to Force Majeure (as defined in the Agreement) and the cure period provisions set forth in Section 7.01 of the Agreement, or time extension of a later agreed upon date with written consent by both Grantor and Grantee; then in any of the foregoing cases, Grantor shall have the right of reentry and title to the Property, at Grantor’s option, shall revert back to Grantor. Upon satisfaction of such requirement as to all Phases of the Project, Grantor will execute a release of such Right of Reentry in recordable form as mutually agreed to by Grantor and Grantee.

The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. The foregoing does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this instrument shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

[Description of the Phases and Applicable Schedules]

**Phase 1:      Submit applications for and obtain approval of any and all final rezonings, final special use permits or conditional use permits, final replattings, and/or final site plans necessary for the Project.**

Completion Date:      Within 6 calendar months after the Closing. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, Developer acknowledging and agreeing that the City cannot contractually agree to take legislative actions.

**Phase 2:      Submit applications for and obtain building permits for the entirety of the Project, including submission of complete plans and specifications for the Project, in such forms as shall allow the City to consider and approve such applications by the Completion Date set forth below, which applications shall be processed, considered, and approved or denied in due course using City’s normal standards and procedures.**

Commencement Date:    Upon the Completion Date for Phase 1 above.

Completion Date: Within 3 calendar months after the Commencement Date for Phase 2. Failure of Developer to submit complete and valid applications, and/or failure by the City to approve such applications, shall not serve to extend any of the time periods set forth in this Exhibit A, provided the City has followed its standard procedures, ordinances, and policies.

**Phase 3: Commenced and completed all work for the Project in accordance with building permits obtained as Phase 2.**

Commencement Date: Upon the Completion Date for Phase 2 above.

Completion Date: Within 12 calendar months after the Commencement Date for Phase 3 (includes final inspections and issuance of a full certificate of occupancy for the Project).

**EXHIBIT C TO SPECIAL WARRANTY DEED**

[Use Restrictions]

In addition to any uses prohibited by applicable law or regulation, the following uses are hereby, and shall be, prohibited within the Property and the Project without the prior written consent of the Grantor, which consent may be withheld in the Grantor's sole discretion:

Any use that would or could cause the Property or the Project, or any portion thereof, to be exempt from the payment of ad valorem real or personal property taxes; and Developer (and its successors and assigns) shall not assign or convey all or any part of its interest in the Property or the Project (or any portion thereof), or lease or sublet all or any part of the Property or the Project to any person or entity, or allow the condominiumization of all or any portion of the Property or the Project, or in any other manner grant any right to use, occupy or otherwise lease or allow the use of the Property (or any portion thereof) in such a manner that would cause the Property or the Project (or any portion thereof) to be exempt from, or eligible for exemption from, ad valorem real or personal property taxation. Developer agrees that any violation of this subsection will be deemed initially void, and acknowledges that, notwithstanding such voiding, the City may incur damages as a result of such violations, and Developer agrees to indemnify the City from any such damages.

**EXHIBIT C TO LAND TRANSFER AND DEVELOPMENT AGREEMENT**

[Form of Memorandum]

**MEMORANDUM OF LAND TRANSFER AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF LAND TRANSFER AND DEVELOPMENT AGREEMENT (“Memorandum”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by the **City of Leavenworth, Kansas**, a Kansas municipal corporation (“City”).

KNOW ALL MEN BY THESE PRESENTS, THAT:

1. The City and **Insight Development, LLC**, a Kansas limited liability company (“Developer”), are parties to that certain Land Transfer and Development Agreement dated as of March 8, 2024, as may be amended or extended (the “Agreement”), which Agreement applies to certain real property more particularly as follows (the “Property”):

709 N. 2nd Street, Leavenworth, Kansas; Parcel No. 052-077-25-0-20-21-011.00-0;  
LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 30, S50'LTS 30-32

2. The Agreement is incorporated herein by this reference and notice is hereby given of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement were fully set forth herein. Except as may otherwise be set forth in the Agreement, the provisions of the Agreement shall survive and shall not be merged with any deed of the Property (or any portion thereof) delivered pursuant to the Agreement. This Memorandum does not purport to show all of the terms and provisions of the Agreement and is not a complete summary of the Agreement or the obligations of the parties with respect thereto. The provisions of this Memorandum shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Agreement and in the event of any conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall be exclusively controlling.

*[Signature Page Follows Directly]*

IN WITNESS WHEREOF, the Land Bank has executed this Memorandum as of the day and year first above written.

**CITY:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Griff Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF LEAVENWORTH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said state, personally appeared Griff Martin, who stated that he is the Mayor of the City of Leavenworth, Kansas, a Kansas municipal corporation, known to me to be the person who executed the within instrument on behalf of said city and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

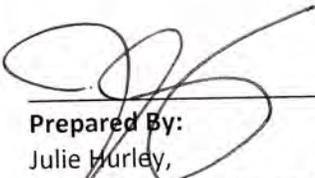
\_\_\_\_\_ (Type, print or stamp Notary's name)

**POLICY REPORT  
FIRST CONSIDERATION ORDINANCE  
2024-05 REZ  
46 LIMIT STREET**

**MARCH 26<sup>TH</sup>, 2024**

**SUBJECT:**

Place on first consideration an ordinance to rezone the property located at 46 Limit Street from R1-9, Medium Density Single Family Residential District, to R1-6, High Density Single Family Residential District.

  
\_\_\_\_\_  
**Prepared By:**  
Julie Hurley,  
Director of Planning and  
Community Development

  
\_\_\_\_\_  
**Reviewed By:**  
Paul Kramer,  
City Manager

**ANALYSIS:**

The owner and applicant, Property Management & Maintenance inc., is requesting a rezoning of their property located at 46 Limit Street from R1-9, Medium Density Single Family Residential District, to R1-6, High Density Single Family Residential District. The property is .57 acres in size and is occupied by a single family home. The owner is requesting the rezoning in order to divide the parcel into three separate residential lots. The minimum required lot width for the R1-9 zoning district is 75', and the minimum required lot width for the R1-6 zoning district is 48'. As proposed, the lot containing the existing home will be 76.99' in width, with the other two lots being 61.4' in width.

As originally platted, the subject property consisted of 4 separate lots, each approximately 50' in width. In the immediately surrounding neighborhood, there are lots of varying widths and sizes. The lot configuration as presented will be in character with the remainder of the neighborhood.

The Planning Commission considered this request at the March 4<sup>th</sup>, 2024, Planning Commission meeting and voted 4-0 to recommend approval of the request. The accompanying plat was also considered by the Planning Commission at the March 4<sup>th</sup> meeting, and was approved contingent upon final approval of the rezoning request.

**CONDITIONS OF DETERMINATION**

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

*The subject property is .57 acre in size and is part of an established single-family neighborhood. Within the existing neighborhood, there are lots of varying sizes ranging from .16 acre to .58 acre.*

b) The zoning and use of properties nearby;

*The properties to the north, east, and south are zoned R1-9. The properties to the north and east are part of the same existing neighborhood as the subject property and are occupied by single-family homes. The property to the south, across Limit Street, is an open field. The properties to the west, across Wilson Avenue, are zoned R1-6, and are also part of the same existing neighborhood as the subject property. Also nearby are the Woodland Village apartment homes, the City of Leavenworth dog park, and the VA campus.*

c) The suitability of the subject property for the uses to which it has been restricted;

*The subject property is occupied by a single family home and has been identified as appropriate for single family uses on the Future Land Use map.*

d) The extent to which removal of the restrictions will detrimentally affect nearby property;

*The proposed rezoning should have no detrimental effect upon surrounding properties. The proposed reconfiguration of the property from one residential lot into three is consistent with the character of the neighborhood.*

e) The length of time the subject property has remained vacant as zoned;

*The subject property is not vacant.*

f) The relative gain to economic development, public health, safety, and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;

*The proposed rezoning will have a positive effect on the economic development of the City by providing two additional lots which may be developed with single-family homes, thereby increasing the tax revenue potential of the property, as well as by providing two additional homes for Leavenworth residents.*

g) The recommendations of permanent or professional staff;

*Staff recommends approval of the rezoning request.*

h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;

*The area is identified as appropriate for single family residential uses on the Comprehensive Land Use Plan.*

i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

*No other factors*

After the required public notices were sent to property owners within 200' as required by Kansas State Statute, staff received no comments from notified property owners.

#### **REZONING ACTION/OPTIONS:**

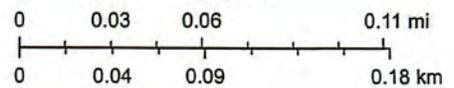
- Place an ordinance on first consideration to approve the request to rezone the property located at 46 Limit Street from R1-9, Medium Density Single Family Residential District, to R1-6, High Density Single Family Residential District.
- Deny the request to rezone the property located at 46 Limit Street from R1-9, Medium Density Single Family Residential District, to R1-6, High Density Single Family Residential District.
- Remand the request to rezone the property located at 46 Limit Street from R1-9, Medium Density Single Family Residential District, to R1-6, High Density Single Family Residential District to the Planning Commission for further consideration.



2/29/2024, 12:31:55 PM

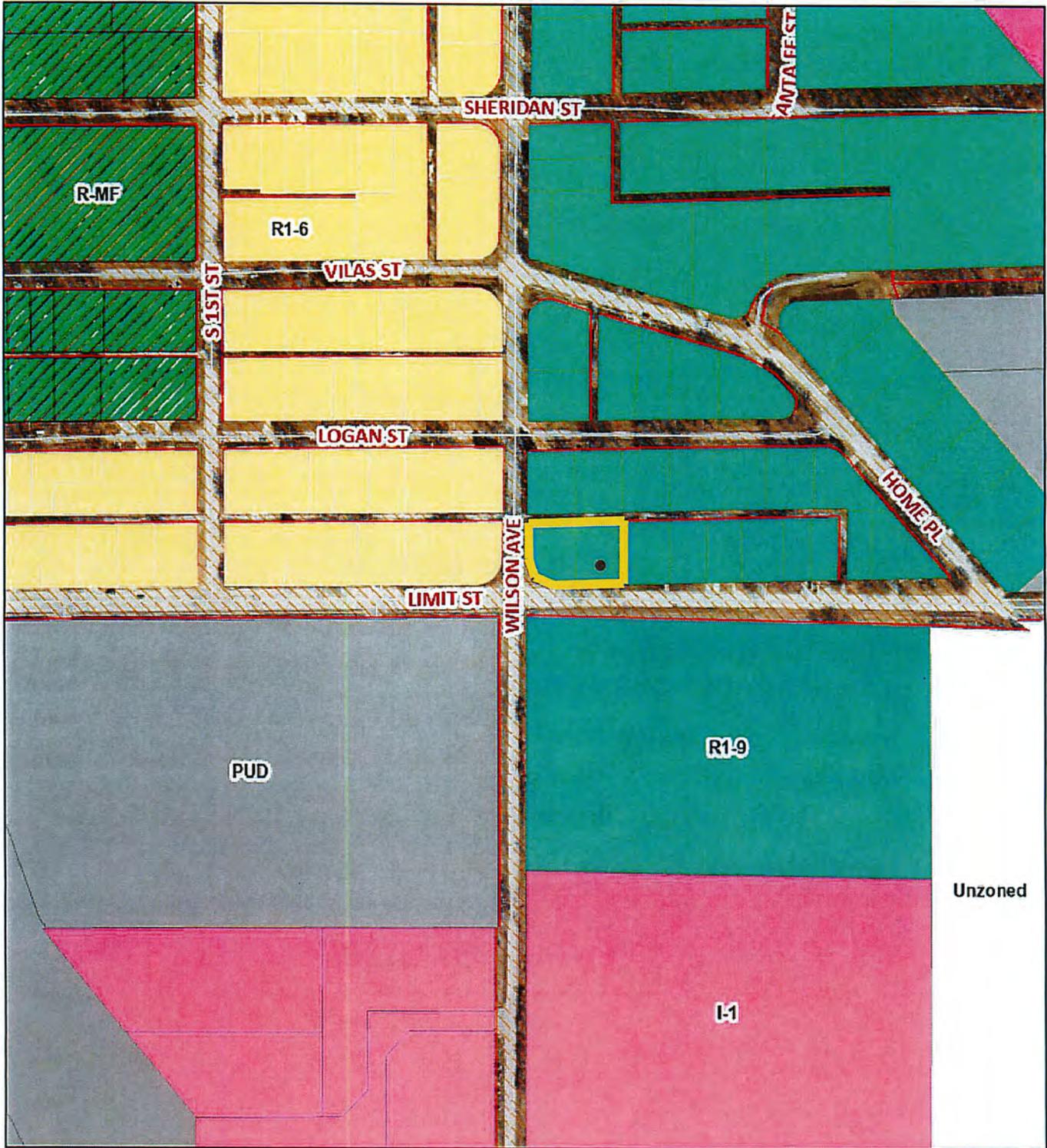
1:4,514

- Override 1
- Leavenworth City Limits
- Parcels (City Owned)
- City Right-of-Way
- Parcels\_Current
- RoadCenterline
- Missouri River



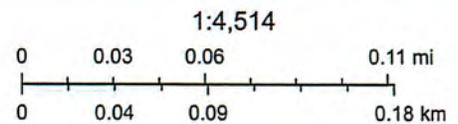
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

# 2024-05-REZ (Zoning)



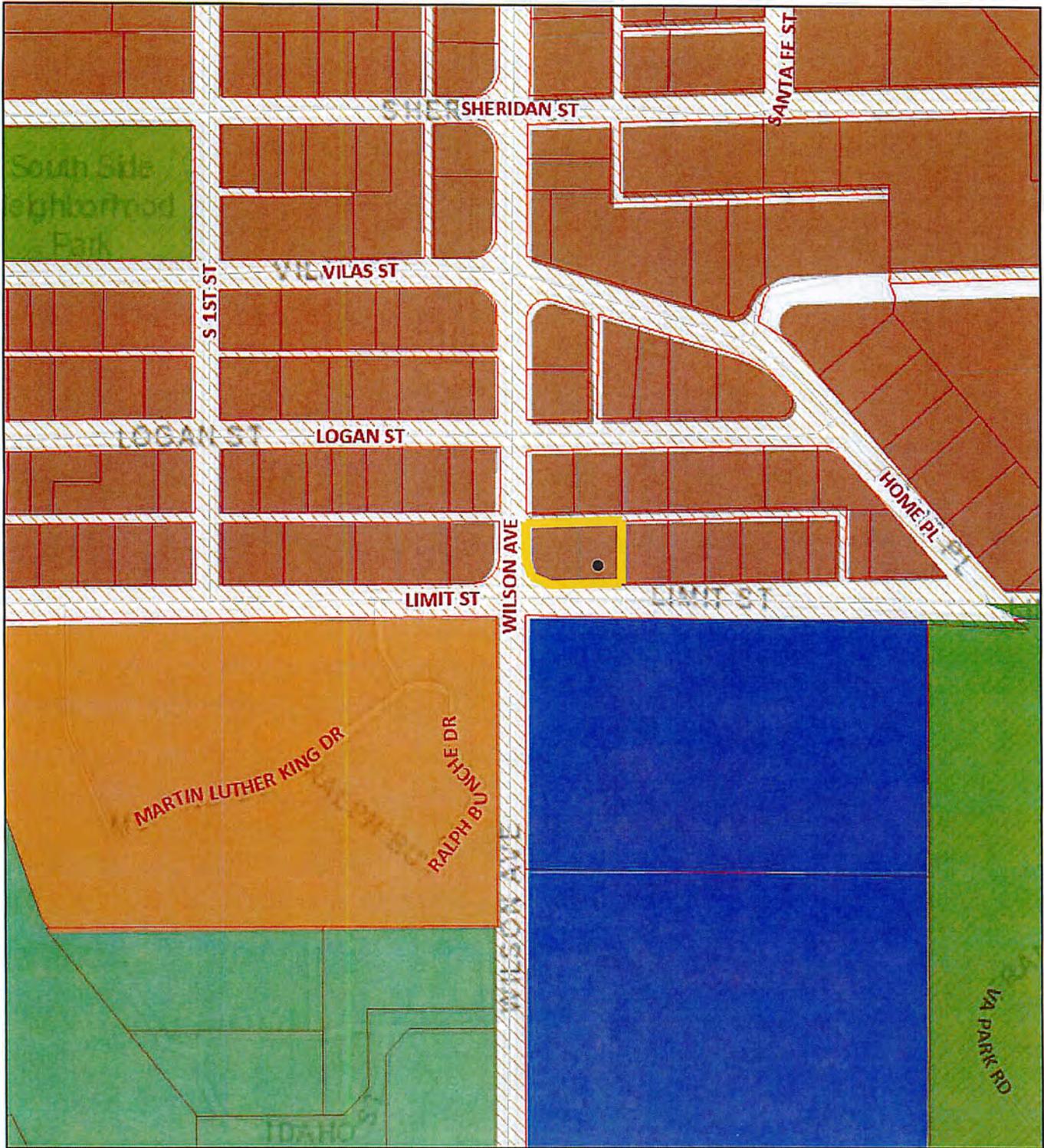
2/29/2024, 12:33:05 PM

- |                |                      |                         |
|----------------|----------------------|-------------------------|
| Override 1     | R-MF                 | Parcels_Current         |
| Zoning_CURRENT | R1-6                 | Missouri River          |
| GBD            | R1-9                 | Leavenworth City Limits |
| I-1            | Unzoned              | City Right-of-Way       |
| PUD            | Parcels (City Owned) | RoadCenterline          |



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

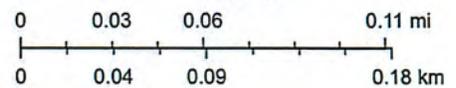
# 2024-05-REZ (Future Land Use)



2/29/2024, 1:11:35 PM

1:4,514

- Override 1
- Single-Family
- Future Land Use (Comp Plan 2030)
- Parcels (City Owned)
- Commercial
- Conservation/Open Space
- Multi-Family
- Parcels\_Current
- Park
- Missouri River
- Leavenworth City Limits
- City Right-of-Way
- RoadCenterline



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

# LIMIT PARK ADDITION

REPLAT OF LOTS 24, 25, 26 AND 27, BLOCK 35, SOUTH SIDE PARK, A SUBDIVISION OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS



MINOR SUBDIVISION PLAT

## LEGEND

- (\*) DENOTES SET 1/4" REBAR ALC KLS CLS 343 MO CLS 2021014331
- (\*) DENOTES FOUND PROPERTY CORNER AS NOTED
- BL BUILDING LINE
- ULF UTILITY EASEMENT
- (M) MEASURED
- (D) DEDICATED
- (P) PLATTED
- (C) CALCULATED

## GENERAL NOTES

1. THE BASIS FOR THE BEARING SYSTEM FOR THIS SURVEY IS KANSAS NORTH ZONE U.S. STATE PLANE (F82)
2. ALL DISTANCES SHOWN HEREON ARE IN FEET
3. METEOROLOGICAL DATA NOT CALLED FOR IN THIS SURVEY
4. REFERENCED SURVEY
5. FLOODPLAIN NOTE: ACCORDING TO "FORM" MAP COMMUNITY PANEL NUMBERS 255854-625 EFFECTIVE JULY 18TH, 2013, AREA ZONE # 1 AREA OF FLOODPLAIN FLOOD HAZARD
6. CURBLINE PRECISION: 1 PART IN 108,543.00
7. CURRENT ZONING: K-46 PROPOSED ZONING: K-46
8. TITLE COMMITMENT: 22-04888 REC/PAT/RES-GOVT TITLE COMPANY DATED NOVEMBER 14, 2022 AT 08:10 AM
9. REFERENCE DEED
10. INSTRUMENT NUMBER: 2023-322

## VICINITY MAP

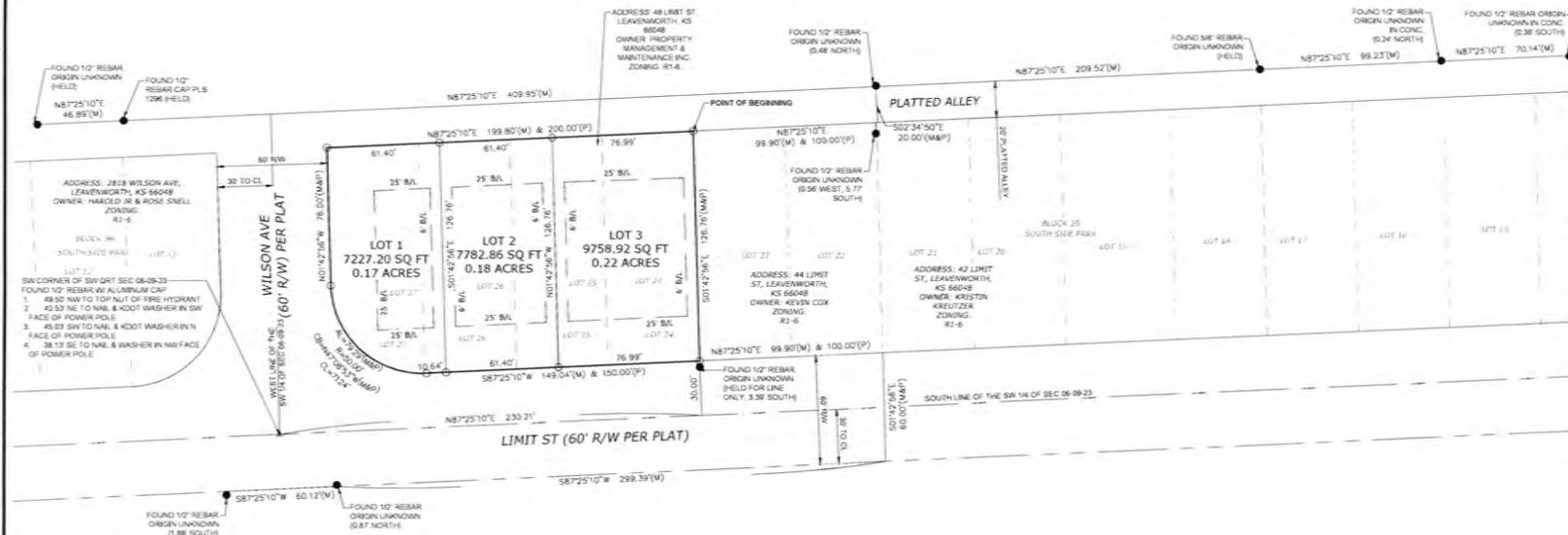


VICINITY MAP NOT TO SCALE

This is to certify on this 4th day of January, 2023 this field survey was completed on the 29th day of December, 2022 under my direct supervision and that said survey meets the Kansas Minimum Standards for boundary surveys.



JOB NO: 23-322	
SCALE	PREPARED FOR
SEC-TWN-RNG	JEREMY GREENAMYRE
06-09-23	ADDRESS: 48 LIMIT ST, LEAVENWORTH, KS 66648
DATE	
JANUARY 19TH, 2023	



DESCRIPTION PER TITLE COMMITMENT:  
LOTS 24, 25, 26 AND 27, BLOCK 35, IN SOUTH SIDE PARK SUBDIVISION TO THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS.

SURVEYORS SUGGESTED:  
A REPLAT OF LOTS 24, 25, 26, AND 27, BLOCK 35, SOUTH SIDE PARK, A SUBDIVISION OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, DESCRIBED BY ANDREA N. WEISHAAR IS 1730 ON JANUARY 29<sup>TH</sup>, 2024, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 24, THENCE SOUTH 07°42'56" EAST, ALONG THE EAST LINE OF SAID LOT 24, A DISTANCE OF 236.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, ALSO KNOWN TO BE A POINT ON THE NORTH RIGHT OF WAY LINE OF LIMIT STREET AS IT NOW EXISTS, THENCE SOUTH 87°23'22" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 148.64 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID LOT 26, THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND SAID SOUTH LINE, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 79.29 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47°08'53" WEST, AND A CHORD LENGTH OF 72.4 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WILSON AVENUE AS IT NOW EXISTS, ALSO KNOWN TO BE A POINT ON THE WEST LINE OF SAID LOT 27, THENCE NORTH 07°42'56" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE, A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 27, ALSO KNOWN TO BE A POINT ON THE SOUTH LINE OF A 20 FEET PLATTED ALLEY, THENCE NORTH 87°25'10" EAST, ALONG SAID SOUTH LINE AND THE NORTH LINE OF SAID LOT 27, A DISTANCE OF 199.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,768.99 SQ FT OR 0.57 ACRES MORE OR LESS.

DEDICATION:  
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LIMIT PARK ADDITION"

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, plazas, walks, drives, lanes, parkways, avenues and alleys not hereinafter dedicated. Where prior easements, rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any poles, lines, poles and wires, conduits, ducts or cables hereinafter installed thereon and thereon are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby assents and agrees to indemnify the City of Leavenworth, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

The undersigned proprietors of the above described land hereby consents and agrees the City Council of Leavenworth, Kansas, shall have the power to relocate such land proposed to be dedicated for public ways and thoroughfares, or part thereof, for public use, from the benefit and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become a lien on the remainder of that land financing or abutting on such dedicated public ways or thoroughfares.

The use of all units in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

IN TESTIMONY WHEREOF,  
I, undersigned owner of **LIMIT PARK ADDITION** have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PROPERTY MANAGEMENT & MAINTENANCE INC.,  
MICHAEL GREENAMYRE, PRESIDENT

ACKNOWLEDGEMENT:  
STATE OF KANSAS  
COUNTY OF \_\_\_\_\_

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME PROPERTY MANAGEMENT & MAINTENANCE INC.,

\_\_\_\_\_, PRESIDENT,  
TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING, AND ONLY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL, THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

PLANNING COMMISSION  
THIS PLAT OF **LIMIT PARK ADDITION** HAS BEEN SUBMITTED TO AND APPROVED BY THE LEAVENWORTH PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, CHAIRMAN  
BRIAN STEPHENS  
\_\_\_\_\_, SECRETARY  
JULIE HURLEY  
\_\_\_\_\_, DIRECTOR OF PUBLIC WORKS  
BRIAN FAUST

REGISTER OF DEEDS  
STATE OF KANSAS  
COUNTY OF LEAVENWORTH  
SS  
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ AM/PM IN \_\_\_\_\_.

TERRELLIS G. WASH-BURN, REGISTER OF DEEDS

COUNTY SURVEYOR

I HEREBY CERTIFY THIS SURVEY PLAT MEETS THE REQUIREMENTS OF K.S.A. 58-2026. THE FACE OF THIS SURVEY PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

DANIEL BAUCHENEN, PLS-190  
COUNTY SURVEYOR



**APPLICATION FOR REZONING**  
CITY OF LEAVENWORTH, KANSAS

**OFFICE USE ONLY**

CASE NO. 2024-05 REZ

Application #	14855
Fee (non-refundable)	\$350.00
Filing Date	1-8-24
Received By	<i>pd.</i>
Hearing Date	3-4-24
Publication Date	2-8-24

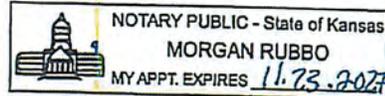
The undersigned owner(s)/agent for the owner(s) of the property described below, herein petition for a change in the zone of the following legally described property: (agent must have authorization to make application).

Subject Property:	<u>48</u> Limit St Leavenworth Ks 66048 / <u>46</u> Limit St.	
Rezoning:	Present classification of: <u>R1-9</u>	district to: <u>R1-6</u>
Legal Description:	<b>(Attach full legal description provided by the REGISTER OF DEEDS OFFICE)</b>	
Real Estate PID #:		Historic District:

I/We, \_\_\_\_\_ being duly sworn, depose and say that I am the owner/agent for the owner of the property involved in this petition and that the statements and answers herein contained and then information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Name(s) of Owner (print or type):	Property Management & Maintenance inc.		
Address:	48 Limit St, Leavenworth, KS 66048		
Contact No.	<u>913-828-4440</u>	Email Address:	<u>jeremy@greenamyre.com</u>
Signature of Owner(s):	<i>Michael Greenamyre</i>		

State of Kansas ) (SEAL)  
County of Leavenworth )



Signed or attested before me on 12.22.23 by Michael Greenamyre  
(date) (name(s) of person(s))

Notary Public: *M. Rubbo* My Appointment Expires: 11-23-2027

**NOTE:** All signatures must be in black or blue ink. Signature of owner(s) must be secured and notarized.

**If necessary, use additional sheets to respond to the following:**

Briefly describe the present use and character of the property and of the surrounding area: \_\_\_\_\_

The property is being used as a residence and will continue to be used as a residential property.

The surrounding dwellings are also being used for residential.

Briefly describe the intended use and character of the property: \_\_\_\_\_

The intended use is for residential.

Briefly describe why you believe the land use (zoning) being requested is the most appropriate for this property: The current zoning is R1-9 and the owner is looking to split the property into 3 residential lots. Therefore, R1-6 would allow the owner to complete this.

Give the reason(s) why you believe this proposal will not be materially detrimental to the public welfare and surrounding properties and/or measures you have taken or intend to take to prevent detrimental impacts: We are rezoning to a similar zoning in the surrounding areas. The owner is looking to add 2 residential homes, which will have no impact on the welfare of the public.

Is the property affected by any easements, deed/plat restrictions or other conditions arising from previous Special Use Permits, Subdivisions, rezoning or variances? If so, briefly explain the origin and effect of such conditions: N/A

Check List:	
<input checked="" type="checkbox"/>	Non-refundable fee of \$350.00 is due at time of application
<input checked="" type="checkbox"/>	Certified list of the property owners within two hundred (200) feet of the subject property
<input checked="" type="checkbox"/>	Full legal description obtained through the Register of Deeds Office
<input checked="" type="checkbox"/>	Site plan drawn to scale (see General Instructions)
<input type="checkbox"/>	Supporting documentation (see General Instructions)

(Summary Published in the Leavenworth Times on \_\_\_\_\_)

**ORDINANCE NO. XXXX**

**AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 46 LIMIT STREET FROM MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-9) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6).**

**WHEREAS**, under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to amend, supplement or change existing zoning regulations within said City; and

**WHEREAS**, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 4<sup>th</sup> day of March 2024 in the Commission Room, 1<sup>st</sup> Floor of City Hall, 100 N. 5<sup>th</sup> Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 8<sup>th</sup> day of February 2024 and notice of the public hearing was mailed to all property owners as required by K.S.A. 12-757(b); and

**WHEREAS**, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 46 Limit Street, Leavenworth Kansas from Medium Density Single Family Residential District (R1-9) to High Density Single Family Residential District (R1-6); and

**WHEREAS**, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to rezone the property described herein.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:**

**Section 1:** That the following described property, to-wit, is hereby rezoned from Medium Density Single Family Residential District (R1-9) to High Density Single Family Residential District (R1-6).

Lots 24, 25, 26 and 27, Block 35, in SOUTH SIDE PARK subdivision to the City of Leavenworth, Leavenworth County, Kansas. And **more commonly referred to as 46 Limit Street**, Leavenworth, Kansas

**Section 2:** That the “Zoning District Map” adopted under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas shall be and the same is hereby amended to conform to the rezoning as set forth in Section 1 above.

**Section 3:** That this Ordinance shall take effect and be in force from and after its passage, approval and summary publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

**PASSED and APPROVED** by the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Griff Martin, Mayor

{Seal}

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk

**EXECUTIVE SESSION  
TO DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL**

**MARCH 26, 2024**

**CITY COMMISSION ACTION:**

**Motion:**

Move the City Commission recess into executive session for a period of \_\_\_\_\_ minutes for the purpose of *discussion of a personnel matter, under the justification to discuss personnel matters of nonelected personnel* K.S.A. 75-4319 (b) 1. The City Commission, City Manager and Human Resources Director will be present. The open meeting will resume in the City Commission Chambers at \_\_\_\_\_p.m.