



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

**CITY COMMISSION REGULAR MEETING**  
**COMMISSION CHAMBERS**  
**TUESDAY, AUGUST 12, 2025 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**

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**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

1. Minutes from July 22, 2025 Special Meeting, July 22, 2025 Regular Meeting, and July 29, 2025 Special Meeting  
**Action:** Motion (pg. 02)

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**NEW BUSINESS:**

**Public Comment:** *Public comment is limited to 3 minutes per speaker. In the interest of time, we ask that groups wishing to speak limit their public comment to one presenter. This is an opportunity for the City Commission to hear the thoughts of the public prior to conducting official City business. The Mayor, City Commission, and City staff have been asked not to respond to those giving public comment, and action may not be taken by the Commission on public comment items. The Mayor may direct staff to follow-up with specific individuals after the meeting. When speaking, please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak.*

**General Items:**

2. Mayor's Appointments **Action:** Motion (pg. 08)

**Resolutions:**

3. Resolution B-2403 Camp Leavenworth Special Event Street Closure for Possession & Consumption of Alcohol  
**Action:** Motion (pg. 09)

**Bids, Contracts and Agreements:**

4. Consider Purchase of Microsoft Office Subscriptions **Action:** Motion (pg. 12)
5. Consider Approval of Final Change Order for 2025 Mill & Overlay Program **Action:** Motion (pg. 20)

**First Consideration Ordinances:**

6. First Consideration Ordinance to Levy Special Assessments for Nuisance Abatement Costs **Action:** Consensus (pg. 25)
7. First Consideration Ordinance to Levy Special Assessments for Demolition Costs **Action:** Consensus (pg. 32)

**Leavenworth Land Bank:**

8. Release of Right of Reentry – 600 Cherokee Street (pg. 35)
  - a. Convene as Leavenworth Land Bank Board of Trustees **Action:** Motion
  - b. Consider for Approval Release of Right of Reentry for 600 Cherokee Street **Action:** Motion
  - c. Reconvene as the Leavenworth City Commission **Action:** Motion

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**Consent Agenda:**

Claims for July 18, 2025 through August 7, 2025, in the amount of \$2,033,662.95; Net amount for Payroll #15 effective July 25, 2025, in the amount of \$469,994.52 (Includes Police & Fire Pension in the amount of \$7,753.58). **Action:** Motion

**Other:**

**Adjournment**

**Action:** Motion



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

**Staff members present:** City Manager Scott Peterson, Assistant City Manager Penny Holler, Finance Director Roberta Beier, Deputy Finance Director Andrew See, CVB Manager Kristi Lee, Assistant to the City Manager Trevor Cook and City Clerk Sarah Bodensteiner.

**Open Special Meeting:**

Commissioner Wilson moved to open the special meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

**Economic Development Follow-up Budget Discussion** – City Manager Scott Peterson, Assistant City Manager Penny Holler, Finance Director Roberta Beier and the Commission had a follow-up discussion regarding Economic Development and the 2026 Budget. Items during the discussion included:

- Looking for guidance from Commission on City growth and what that looks like
- Leavenworth Main Street - possible terms and conditions for Leavenworth Main Street to ensure alignment with City Economic Development goals
- LCDC - what they do, option 1: fund LCDC as we have in previous years \$70k, option 2: reallocate funding to have a dedicated Economic Development in-house position
- Discussion of duplication of services
- Discussed job duties listed in job description of Assistant City Manager in relation to Economic Development
- Discussed projects LCDC was involved in in recent years (Zephyr and Cereal Ingredients expansion)
- Discussed the roles of Leavenworth Main Street and LCDC and how they work with the City in regard to economic development
- If money is removed and/or reduced from LCDC it should also be removed/reduced from Main Street
- Discussed the possibility/feasibility of a part-time economic development position
- The City was responsible for the hotels in town, LCDC and Main Street were not involved
- Discussed funding for 1 more year with specific metrics for LCDC and Main Street or don't fund in the future
- Should City handle smaller projects and leave projects that are larger in scale and size, like the Business & Technology Park to LCDC?
- Discussed funding levels of Main Street in the past several years
- If metrics/measurables are given they need to be in black and white and in an agreement

There was a consensus by the Commission to leave funding for fiscal year 2026 at the same level as fiscal year 2025, and provide and require measurables and metrics to the organizations to provide to the City.

**Adjournment:**

Commissioner Hingula moved to close and adjourn the special meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Time Meeting Adjourned 3:16 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC





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

**Staff members present:** City Manager Scott Peterson, Assistant City Manager Penny Holler, Parks & Recreation Director Steve Grant, Public Information Officer Melissa Bower, Assistant to the City Manager Trevor Cook, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

#### **PROCLAMATIONS:**

**Leavenworth Farmers Market Week** - Mayor Pittman read the proclamation recognizing August 3-9, 2025 as Leavenworth Farmers Market Week. The proclamation was accepted by Austin Reynolds of the Leavenworth Farmers Market.

#### **OLD BUSINESS:**

##### **Consideration of Previous Meeting Minutes:**

Commissioner Hingula moved to accept the minutes from the July 8, 2025 regular meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

#### **NEW BUSINESS:**

**Public Comment:** *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*  
None.

#### **General Items:**

**Presentation of 2024 Audit** – Finance Director Roberta Beier introduced Michael Keenan, CPA from Hood and Associates CPAs, PC. Mr. Kennan presented the 2024 Audit to the City Commission.

- Scope of the audit: annual comprehensive financial report and single audit
- No findings as far as compliance goes
- Conduct audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards and Uniform Guidance
- Plan and perform audit to obtain reasonable assurance that the basic financial statements are free of material misstatement
- Report on internal controls over financial reporting and compliance with laws and regulations
- Reviewed Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) information:



- Illegal acts – None came to our attention as a result of performing our audit procedures
- No difficulties or disagreements with management
- Cooperation – Full access to books and records
- Financial and Compliance Audit addresses 3 basic questions: are the financial statements free of material misstatements, are internal controls over financial reporting adequately designed and operating effectively, and finally, did the City of Leavenworth comply with the finance-related laws and regulations
- Discussed best practices (key employees and cross-training) and possible improvements in internal control noted in the conduct of the audit

**Aquatic Staff Pay Adjustment Discussion** – Parks & Recreation Director Steve Grant presented for discussion raising the pay of the aquatic staff by \$3.00 to assist with the ability to staff the Wollman Aquatic Center to a level to be able to open safely for the remainder of this season and future seasons. The market for outdoor aquatic facility staffing has become very competitive. The City of Leavenworth base pay for lifeguards starts at \$12/hour. Neighboring pools to include Lansing and Fort Leavenworth lifeguard pay starts at \$15/hour. This disparity in pay at times has made it difficult to staff the Wollman Aquatic Center to a level to allow for the facility to open safely. Of the 36 lifeguards on staff, 23 have other jobs that generally pay more, making those higher paying position priority when it comes to work responsibility. Raising aquatic staff pay by \$3/hour will help close this gap and assist with staffing the aquatic center to be able to open safely. In an effort to avoid future closings due to inadequate staffing levels, staff recommends an aquatic staff pay increase across the board of \$3/hour, and a lifeguard starting pay adjustment moving forward of \$15/hour. This pay increase does not include the FTE positions of Pool Manager and Aquatic/Special Event Supervisor.

There was consensus by the City Commission to increase the aquatic staff pay by \$3.00 per hour.

## **Resolutions:**

**Resolutions for The Prime Company Affordable Housing Project – 300 Santa Fe Street** – Assistant City Manager Penny Holler presented that the City has been working with The Prime Company on an affordable housing project for consideration under the Low Income Housing Tax Credits program from the Kansas Housing Resources Corp (KHRC). The proposed development would be submitted through KHRC for competitive award. As part of the process, The Prime Company approached the City about providing local support for an application to the State for residential development at 300 Santa Fe Street. The development would be 115 affordable housing units. Along with a resolution of support, KHRC requires that the local government waive development fees up to \$40,000 and indicate willingness to issue Industrial Revenue Bonds to exempt the tangible personal property and services purchased in connection with the construction of the project from sales tax.

Commissioner Bauder moved to adopt Resolution B-2401 a Resolution of support of Low Income Housing Tax Credits for The Prime Company Multifamily Housing Development at 300 Santa Fe Street. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Commissioner Bauder moved to adopt Resolution B-2402 a Non-Binding Resolution of intent to Issue Industrial Revenue Bonds for The Prime Company Multifamily Housing Development. Commissioner Wilson



seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Commissioner Bauder moved to approve the Fee Waiver letter for The Prime Company Multifamily Housing Development. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

### **Staff Report:**

**Review of Solid Waste Survey Draft** – Assistant to the City Manager Trevor Cook reviewed the draft survey regarding solid waste services and options with the Commission, and requested feedback and edits to the questions that have been drafted thus far.

### **Consent Agenda:**

Commissioner Martin moved to approve claims for July 3, 2025 through July 17, 2025, in the amount of \$2,742,036.62; Net amount for Payroll # 14 effective July 11, 2025 in the amount of \$463,957.77 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

### **Other:**

City Manager Scott Peterson:

- Provided a draft flyer to the Commissioners about the proposed mill levy increase
- Working with the PIO on talking points when discussing the budget over the next month

Commissioner Bauder:

- Everybody stay cool

Commissioner Hingula:

- Go keep cool in one of our pools

Commissioner Wilson

- Saturday, July 26th at 120 N Broadway, back to school supplies giveaway

### **Adjournment:**

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

Time Meeting Adjourned 6:42 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC





CITY OF LEAVENWORTH  
100 N. 5th Street  
Leavenworth, Kansas 66048

City Commission Special Meeting  
Commission Chambers  
Tuesday, July 29, 2025 5:00 p.m.

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

**Staff members present:** City Manager Scott Peterson, Assistant City Manager Penny Holler and City Clerk Sarah Bodensteiner.

**Open Special Meeting:**

Commissioner Hingula moved to open the special meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

**Executive Session – Economic Development** – Mayor Pittman moved to recess into executive session for 20 minutes for the purpose of discussing economic development opportunities *regarding data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships, pursuant to K.S.A. 75-4319(b)(4).* The City Commission, City Manager and Assistant City Manager will be present. The open meeting will resume in the City Commission Chambers at 5:22 p.m. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

The City Commission returned to open session at 5:22 p.m. Commissioner Wilson did not return to open session.

**Adjournment:**

Commissioner Martin moved to close and adjourn the special meeting. Commissioner Bauder seconded the motion and the motion was approved and the meeting was adjourned.

Time Meeting Adjourned 5:23 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

## MAYOR'S APPOINTMENTS

AUGUST 12, 2025

### Mayor Pittman

*"Move to*

*Reappoint to the **Community Development Advisory Board** Mary Mack, Tony Majors and Ralph Taylor to terms ending August 31, 2028;*

*Appoint to the **Leavenworth Main Street Board** Kim Portillo to a term ending August 15, 2028;*

*Appoint to the **Sister City Advisory Board** Ari Ryan Ailin to a term ending December 31, 2026.*

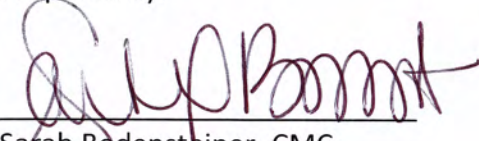
**Requires a second and vote by the Governing Body.**



**POLICY REPORT  
CAMP LEAVENWORTH FESTIVAL 2025  
SEPTEMBER 26-27, 2025  
CONSIDER ADOPTION AND APPROVAL OF RESOLUTION B-2403 – ALCOHOLIC LIQUOR**

**AUGUST 12, 2025**

Prepared by:

  
Sarah Bodensteiner, CMC  
City Clerk

Reviewed by:

  
Scott Peterson  
City Manager

**ISSUES:**

Consider approval of Resolution B-2403 approving a Special Event known as Camp Leavenworth Festival 2025 closing streets to motor vehicle traffic and allowing for the possession and consumption of alcoholic liquor.

The following streets will be closed during the hours of the festival per the resolution.

- Cherokee Street between 2<sup>nd</sup> Street and S. Esplanade Street
- Choctaw Street between 2<sup>nd</sup> Street and S. Esplanade Street
- S. Esplanade Street from Delaware Street south to 3 Mile Creek

These streets may be closed during additional times as deemed necessary by the Police Chief to allow for setup and breakdown.

The city is working with local vendors to provide and sell alcohol. The “alcohol friendly” area will be clearly marked within the boundaries of the festival.

**ACTIONS:**

Adopting and approving Resolution B-2403 as presented.

**ATTACHMENTS:**

Resolution B-2403

## **RESOLUTION B-2403**

### **A RESOLUTION APPROVING A SPECIAL EVENT KNOWN AS CAMP LEAVENWORTH FESTIVAL 2025 SPONSORED BY THE CITY OF LEAVENWORTH AND PROMOTED BY O'NEILL EVENTS AND MARKETING.**

**WHEREAS**, the City of Leavenworth, Kansas (the "City") is approving a Special Event sponsored by the City known as Camp Leavenworth Festival 2025; and

**WHEREAS**, the City of Leavenworth has contracted with O'Neill Events & Marketing as the Festival Event Management.

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

**Section 1.** Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcoholic Beverage Control (ABC) and the governing body has approved the event as required by K.S.A 41-719 and amendments thereto.

**Section 2.** Having considered the request to allow the possession and consumption of alcoholic liquor, the governing body hereby approves the event to be held beginning at 5:00 p.m. on Friday, September 26, 2025 through 10:00 p.m. on Saturday, September 27, 2025, (excluding possession and consumption during the hours of 2:00 a.m. to 9:00 a.m.), provided the City of Leavenworth and alcohol vendors participating at the Camp Leavneworth Festival comply with all state laws and ordinances regulating alcoholic liquor.

**Section 3.** A portion or all of the following streets shall be closed to motor vehicle traffic during the dates and times identified in section 2:

- Cherokee Street between 2<sup>nd</sup> Street and Esplanade Street
- Choctaw Street between 2<sup>nd</sup> Street and Esplanade Street
- S. Esplanade Street from Delaware Street south to 3 Mile Creek

Pursuant to K.S.A. 41-719, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

**Section 4.** Event attendees may purchase, possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A 41-719 no alcoholic liquor may be removed



from the Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

**Setion 5.** This Resolution shall take effect and be in force after its approval by the governing body.

**ADOPTED AND APPROVED** by the Governing Body on this 12th day of August 2025.

(SEAL)

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Holly Pittman, Mayor

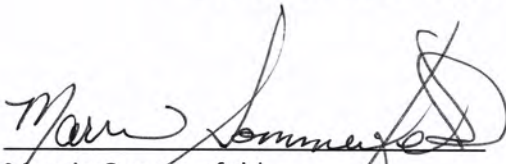
ATTEST:


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Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT**  
**CONSIDER THE PURCHASE OF MICROSOFT OFFICE SUBSCRIPTIONS**

August 12, 2025

  
Marvin Sommerfeld  
Director of Information Technology

  
Scott Peterson  
City Manager

**ISSUE:**

Replace obsolete software by approving the purchase Microsoft O365 licensing.

**BACKGROUND:**

Our current Office 2016 and Microsoft Exchange 2019 reaches end of life/end of support October 14th, 2025.

There will be no extension and no extended security updates. All of our Office 2016 and Office 2019 apps will continue to function. However, we will expose ourselves to serious and potentially harmful security risks and be in violation of our cyber-insurance policy.

Information Technology has completed preparation of the Microsoft tenant (the tenant is an isolated space in Microsoft's cloud dedicated to host the city data, it is like an apartment in a Microsoft neighborhood). We are ready to purchase and begin the transition to the cloud Microsoft 365 subscription licensing model.

Microsoft licensing is complex with many options to purchase licenses.

We have met with Dell, SHI, Infinitic and CDWG regarding Microsoft Cloud licensing. CDWG provided the most and best information and helped develop a strategy to purchase these licenses. CDWG also has the best contract and pricing with Microsoft.

We will execute a one year agreement, with two, one year renewal options.

As we move through the configuration of the Microsoft tenant and implementation of the cloud license, we may require additional features, security tools and back-up infrastructure to protect our data.

**BENEFITS OF MICROSOFT CLOUD:**

Moving to Microsoft 365 for government offers several benefits, including enhanced security, compliance with federal requirements, and streamlined collaboration tools. Here are some of the key advantages:

**Enhanced Security:** Microsoft 365 for Government provides built-in features like multi-factor authentication, data encryption, and advanced threat protection to safeguard sensitive government information.

**Compliance:** The platform meets certifications and accreditations required for US Public Sector customers, ensuring compliance with federal requirements for cloud services.











**Collaboration:** Microsoft 365 for Government offers familiar Microsoft 365 applications like Teams, SharePoint, and OneDrive, enabling secure communication and document sharing across teams and agencies.


**Streamlined Compliance:** Built-in compliance controls simplify adherence to government regulations, reducing administrative burdens.

**Productivity:** Microsoft 365 for Government provides a wide range of applications, features and tools. The most used applications are listed below.

#### Most common

-  Word
-  Excel
-  PowerPoint
-  Outlook
-  Exchange
-  Microsoft Teams
-  OneDrive
-  OneNote

#### Less Common

-  Microsoft Access (PC Only)
-  Microsoft Bookings
-  Microsoft Stream
-  Microsoft Forms
-  Power Apps
-  Power Automate
-  Power Virtual Agents
-  Microsoft Planner
-  Microsoft To Do
-  Viva Connections
-  Viva Insights
-  Power Virtual Agents

These benefits make Microsoft 365 for Government a compelling choice for government agencies looking to modernize their IT infrastructure and improve their operational efficiency.

**The Project timeline:** Staffs goal is to be completed by the end of life date with the Office portion of the migration. The migration will require installing and removing software from each workstation

#### STAFF RECOMMENDATION:

Staff recommends the purchase of Microsoft cloud subscription licensing for O365 – using the Southeast Kansas ESC (022-G) contract and the M365 –G5 and O365-F1 licenses from the MPSA Agreement (Microsoft Products and Services Agreement), and execute contracts through CDWG, totaling \$52,428.50. This project is in the annual operating budget.

#### ATTACHMENTS:

- CDWG QUOTE



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

MARVIN SOMMERFELD,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

**ACCOUNT MANAGER NOTES:** Office 365 G3 Licensing

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNBB605	7/22/2025	PNBB605	3691000	<b>\$47,196.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Office 365 (Plan G3) - subscription license - 1 user</a>	180	3678993	\$262.20	\$47,196.00
Mfg. Part #: AAA-11650-CCD-12MO				
UNSPSC: 43231513				
Includes Teams				
Electronic distribution - NO MEDIA				
Contract: Southeast Kansas ESC (022-G)				

**SUBTOTAL** \$47,196.00

**SHIPPING** \$0.00

**SALES TAX** \$0.00

**GRAND TOTAL** **\$47,196.00**

### PURCHASER BILLING INFO

**Billing Address:**  
CITY OF LEAVENWORTH  
ACCTS PAYABLE  
100 N 5TH ST  
LEAVENWORTH, KS 66048-1912  
**Phone:** (913) 651-2260  
**Payment Terms:** Net 30 Days-Govt State/Local

### DELIVER TO

**Shipping Address:**  
CITY OF LEAVENWORTH  
MARVIN SOMMERFELD  
100 N 5TH ST  
LEAVENWORTH, KS 66048-1912  
**Phone:** (913) 651-2260  
**Shipping Method:** ELECTRONIC DISTRIBUTION

### Please remit payments to:

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515





### Sales Contact Info

**Neal Zolt** | (866) 843-0749 | [nealzol@cdwg.com](mailto:nealzol@cdwg.com)

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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From: [CDW](#)  
To: [Neal Zolt](#)  
Subject: CDW-G Quote Confirmation: Quote #PNBB887/P.O. Ref. 250722  
Date: Tuesday, July 22, 2025 5:08:24 PM

[View in browser](#)



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# Subscription Quote Confirmation

Marvin Sommerfeld,

Thank you for choosing CDW-G for your subscription service needs. The details of your quote are below.

Quote #	Quote Date	PO #	Customer #
PNBB887	07/22/2025	250722	3691000

Quote Details			
Item	Qty	Unit Price	Item Total

**NGE M365 G5 G**

CDW #: 7980804

NGE M365 G5 A	5	\$636.10/Year	\$3,180.50/Year
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Contract:

**NGE M365 F1 G**

CDW #: 7980778

NGE M365 F1 A	45	\$45.60/Year	\$2,052.00/Year
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Contract:

Annual Fee \$5,232.50 / Yearly

Minimum Contract Annual Total\* **\$5,232.50**

\*Tax will be calculated at the time of invoicing.

Addon Details - Estimate Items Cost based on Usage**			
Item	Qty	Unit Price	Item Total
NGE Support A	5	\$0.00/Year	\$0.00/Year
NGE Migration and Supported Backup A	0	\$51.00/Year	\$0.00/Year



NGE Standalone Backup w Support A	0	\$27.60/Year	\$0.00/Year
NGE Onboard A	5	\$0.00/Year	\$0.00/Year
NGE Enhanced Onboard EMS E5	0	\$1,500.00/One-Time	\$0.00/One-Time
NGE Enhanced Onboard Entra ID	0	\$1,200.00/One-Time	\$0.00/One-Time
NGE Enhanced Onboard Win1011 E5	0	\$1,500.00/One-Time	\$0.00/One-Time
Addon Ex Server Decom (One-Time-Fee) Max Qty 5	0	\$995.00/One-Time	\$0.00/One-Time
Addon AD Connect Deploy (One-Time-Fee) Max Qty 1	0	\$795.00/One-Time	\$0.00/One-Time
NGE Support A	45	\$0.00/Year	\$0.00/Year
NGE Migration and Supported Backup A	0	\$51.00/Year	\$0.00/Year
NGE Standalone Backup w Support A	0	\$27.60/Year	\$0.00/Year
NGE Onboard A	45	\$0.00/Year	\$0.00/Year

**Estimated Annual Grand Total\***

**\$5,232.50**

**Billing and Payment Info**

**Billing Address**

100 N 5th St, Leavenworth, KS 66048-1912

**Payment Type**

Net 30 Days-Govt State/Local

**Address of Use**

100 N 5th St, Leavenworth, KS 66048-1912

**Subscription Contact Details**

<b>Business Contact</b>	<b>Name</b>	MARVIN SOMMERFELD
	<b>Email</b>	<a href="mailto:marvin.sommerfeld@firstcity.org">marvin.sommerfeld@firstcity.org</a>
	<b>Phone</b>	(913) 684-0369
<b>Technical Contact</b>	<b>Name</b>	MARVIN SOMMERFELD
	<b>Email</b>	<a href="mailto:marvin.sommerfeld@firstcity.org">marvin.sommerfeld@firstcity.org</a>
	<b>Phone</b>	(913) 684-0369

**Sales Contact Info**



**Neal Zolt** | (312) 705-4594 | [nealzol@cdwg.com](mailto:nealzol@cdwg.com)

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SPS-SQC:001 | SPS 207 | Customer#: 3691000 | SPS8ce0f3c1-e119-4eca-9115-a7dcab9a55e7

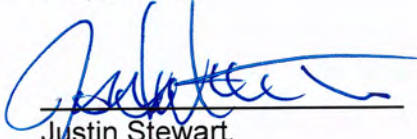
POLICY REPORT PWD NO. 25-32

CONSIDER APPROVAL OF THE FINAL CONTRACT CHANGE ORDER  
AND ACCEPTANCE OF THE CONSTRUCTION FOR THE  
2025 PAVEMENT MANAGEMENT PROGRAM  
MILL AND OVERLAY PROJECT

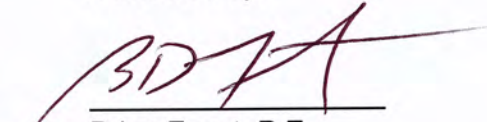
PROJECT NO. 2024-010

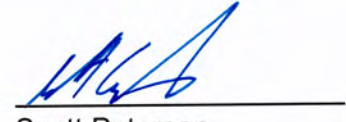
AUGUST 12, 2025

Prepared by:

  
Justin Stewart,  
Project Manager

Reviewed by:

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

  
Scott Peterson,  
City Manager

**ISSUE:**

Consider approval of the Final Contract Change Order and acceptance of the construction for the 2025 PAVEMENT MANAGEMENT PROGRAM MILL AND OVERLAY PROJECT.

**BACKGROUND:**

On January 28, 2025, the City Commission approved a construction contract with McAnany Construction for the implementation of the 2025 Mill and Overlay Project as part of the City's annual Pavement Management Program.

The motion was to award the base bid and three (3) alternates in an amount not to exceed \$1,384,543.27 with an additional 5% contingency to cover issues that arise in the field. The total amount, with the 5% contingency, is \$1,453,770.

The 2025 project included a mill and overlay of the south parking lot of Cody Park. Engineering staff worked with the project design engineers and the Park Department to find the best approach to rehabilitate the parking area. During the paving operation, the contractor encountered soft subgrade issues that were not anticipated. Staff worked with the contractor to address the poor subgrade conditions and rework the areas that failed.

In addition to the planned work, the Parks Department requested that the roadway and parking area in Wollman Park and the rear parking lot of the Riverfront Community Center be added to the project.

Construction began on March 31, 2025 and was substantially complete on July 31, 2025. All work on both the streets and parking areas is complete.



There were both overruns and underruns on individual bid items and the addition of work items associated with stabilizing the Cody Park subgrade. The main items are listed below:

**List of Work Additions and Reductions:**

Deduction for ADA tiles
MacroTexture Eisenhower
Eisenhower Addition Mobilization for ADA Gas Company
Wollman Park Mobilization
RFCC Mobilization
Wollman Park asphalt patching
Wollman Park AB3 for subgrade
Remove Existing asphalt and 2" subgrade
6" AB# Compacted in failed area
Pave 4" Surface course Cody
Stabilize Subgrade, includes fine grading, Cody park

**BUDGET IMPACT:**

The 2025 budget for the Pavement Management Program is \$2,100,000. The revised project total for the mill/overlay portion is \$1,437,641.41 with the final change order of \$53,098.14. This will allow the final Pay Applications to be processed. While the total of \$1,437,641.41 is less the amount approved (with the 5% contingency), staff felt approval of the final change order and acceptance of the project was needed.

**2025 Mill/Overlay Cost Summary:**

Mill/Overlay Award Base Bid plus 3 Alternates	\$1,384,543.27
Actual total based on final quantities:	\$1,437,641.41
Final Change Order Amount	(\$53,098.14)

**POLICY:**

The City Commission reviews change orders above amounts previously authorized. In addition, the City Commission usually makes a formal acceptance of construction projects of this type and magnitude. Once a project is accepted, the City issues a Notice of Acceptance that starts the 2-year warranty period.

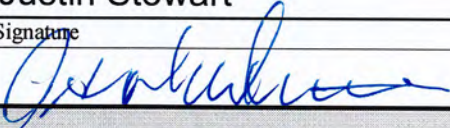
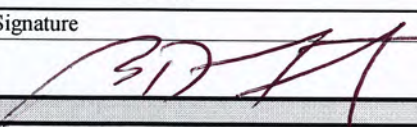
**RECOMMENDATION:**

Staff recommends that the City Commission approve the Final Change Order for the 2025 PAVEMENT MANAGEMENT PROGRAM MILL AND OVERLAY PROJECT in the amount of \$53,098.14 and grant acceptance of the project.

**ATTACHMENTS:**

Final Change Order Request Form & Construction Photos

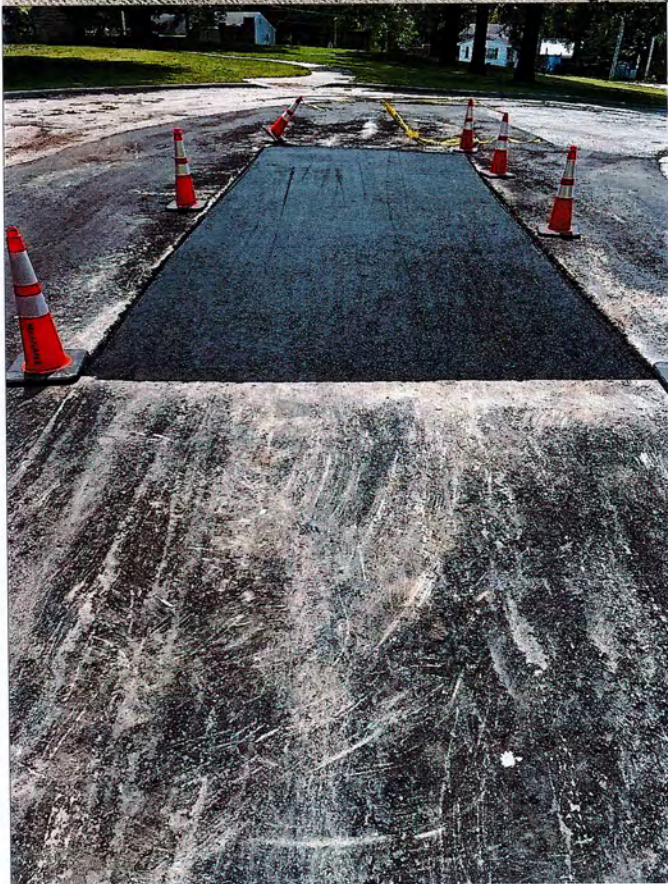


<b>CHANGE ORDER REQUEST</b>		
<p style="text-align: center; margin: 0;">Instructions:</p> <p style="margin: 0;">Change Orders on Purchase Orders may be approved by the City Manager for amounts up to \$50,000 not to exceed a 20% overall change</p> <p style="margin: 0; text-align: center;">Change Orders exceeding \$50,000 or 20% of total cost require City Commission approval</p> <p style="margin: 0;">Requesting Departments will complete this form by listing the specific changes requested and noting the overall price changes</p> <p style="margin: 0; text-align: center;">Change Orders require approval from Requesting Department Director, Finance Director, and the City Manager</p>		
<b>SECTION I</b>		
1. PROJECT NAME	2. PURCHASE ORDER NUMBER	
2025 PMP M&O Project	20250029	
3. VENDOR:	4. DATE OF REQUEST	
McAnany Construction	8-12-25	
5. DESCRIPTION OF REQUESTED CHANGES		
<p>Over-run/under-run on various Line Items and on-site changes resulting in additional costs.</p> <p>The total project change order is \$53,098.14 over original contract purchase order.</p>		
<b>SECTION II</b>		
6a. ITEM NAME AND DESCRIPTION OF CHANGE	6b. ORIGINAL AMOUNT	6c. NEW AMOUNT
Change Order dated 08-04-25 of \$53,098.14	\$1,384,543.27	\$1,437,641.41
Macro Texture on Eisenhower		
Subgrade removal and repair, Cody Park		
Additional Mobilization		
Wollman Park Road patching		
(Total over Orig Contract is 3.84%)		
	7a. ORIGINAL TOTAL	7b. NEW TOTAL
	\$1,384,543.27	\$1,437,641.41
<b>SECTION III</b>		
8a. REQUESTED BY (print name)	Title	
Justin Stewart	Project Manager	
Signature	Date	
	8.7.25	
8b. APPROVED BY (print name)	Title	
Brian Faust	Director of Public Works	
Signature	Date	
	8/7/2025	
8c. APPROVED BY (print name)	Title	
Scott Peterson	City Manager	
Signature	Date	











**POLICY REPORT  
FIRST CONSIDERATION ORDINANCE  
ORDINANCE TO LEVY SPECIAL ASSESSMENTS  
FOR NUISANCE ABATEMENT COSTS  
AUGUST 12, 2025**

  
\_\_\_\_\_  
Sarah Bodensteiner, CMC City Clerk  
\_\_\_\_\_  
Scott Peterson, City Manager

**ISSUE:**

Consider an ordinance to levy special assessments for the City's costs of abating nuisances such as mowing, tree removals, and lot cleanup and administrative fees.

**BACKGROUND:**

Chapter 28, Article I of the City Code of Ordinances provides the tools for the City to cut vegetation and weeds; it also provides for the collection of costs incurred.

The ordinance presented provides for the assessment of such costs that were billed between July 1, 2024 and July 1, 2025 and remain unpaid.

The owners of the properties listed on Exhibit A were billed for the charges and were given 30 days in which to compensate the City. In many cases, more than one mowing was required at the property.

**ACTION:**

Consensus by the Governing Body to place on first consideration.

**ATTACHMENTS:**

Draft Ordinance

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

**ORDINANCE NO. XXXX**

**AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS FOR CERTAIN LOTS, PIECES AND TRACTS OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF ABATEMENT OF NUISANCES AND PRESCRIBING FOR PAYMENT AND COLLECTION OF SAID ASSESSMENTS.**

**WHEREAS**, by due and legal proceedings heretofore carried into effect by the City of Leavenworth, Kansas, certain nuisances have been abated; and

**WHEREAS**, several lots pieces, parcels and tracts of land hereinafter set forth are legally liable to pay the costs or proportionate costs hereof as provided by the Code of the City of Leavenworth, Kansas; and

**WHEREAS**, the cost of such abatement has been ascertained as provided by law and fixed and distributed and apportioned as in this ordinance set forth.

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

**Section 1.** That for the purpose of paying the costs of abatement of nuisances in the City of Leavenworth, Kansas, there shall be and hereby is apportioned to be levied and assessed on and against several lots, pieces, parcels and tracts of land liable; therefore, special assessments hereinafter set out in such amounts, as are set out as follows:

**ATTACHED GRASS AND WEEDS NUISANCE ASSESSMENTS – EXHIBIT A**

**Section 2.** Such amounts so levied and assessed are set forth in Section 1 of this ordinance, shall be due and payable from and after publication of this ordinance, and the City Clerk shall certify same to the County Clerk for collection as other special assessments are collected and such amounts so certified shall be placed on the tax rolls and collected as special assessments.

**Section 3.** This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

**PASSED and APPROVED** by the Governing Body on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Holly Pittman, Mayor

{SEAL}

ATTEST:

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



## CITY OF LEAVENWORTH, KANSAS

Tax Assessments  
7/1/2024 thru 7/1/2025

## EXHIBIT A

Owner	Address	Legal Desc	Parcel Id	Balance
THE LAND ESTATE LLC	501 14TH ST	DASSLERS SUBDIVISION, BLOCK 49, 9-13 & N10' VAC ALLY ADJ	0773502028001000	\$2,240.00
LOUGH, BRANDON L	1013 21ST CT	WOODSIDE SUBDIVISION, S34, T08, R22E, BLOCK 3, PT LTS 6 & 7 BEG AT SE COR LT 6, NWLY95', NLY59.9', NELY118.94', S116.83' TO POB	0783403001011000	\$275.00
PERSON, HENRY M	1317 3RD AVE	DAY'S SUBDIVISION, BLOCK 16, Lot 8 - 9	0773603025007000	\$320.08
FKH SFR C1 LP	1463 3RD AVE	DAY'S SUBDIVISION, BLOCK 17, W84' OF LTS 12 & 13	0773603038008000	\$236.34
COX, COLINDA	1809 4TH AVE	REES' DONIPHAN&THORNTON'S, BLOCK 15, Lot 8	1010102020005000	\$867.54
FOX, CHARLES	1036 5TH AVE	DAY'S SUBDIVISION, BLOCK 5, Lot 10	0773603007009000	\$209.96
JONES, JAMES E & AMY M	535 BUTTINGER PL	BUETTINGERS PLACE, BLOCK 1, Lot 23 - 25	1010102028006000	\$425.00
STEIN, RICKY G	1411 CENTRAL AVE	INSLEY & SHIRE'S SUB, BLOCK 5, Lot 31 - 33	0773504030004000	\$296.80
CALVIN, JEREMY	1014 CHEROKEE ST	WHITAKERS RPLT BL26 CENTRAL, BLOCK 26, Lot 29 - 32	0773502009009000	\$407.04
KOCH, HENRY S	1001 DAKOTA ST	HANNON'S ADDITION, S26, T08, R22E, BLOCK 1, Lot 1 - 6	0772603102001000	\$750.00
RIGHT AT HOME RENTALS LLC	500 ELM ST	FACKLERS ADDITION, BLOCK 28, Lot 13 - 16	0773603026009000	\$450.00
THORNE, JANETTE D; DECLARATION OF TRUST	1215 FRANKLIN ST	NORTON, WILLIAMS&THOMAS ADD, BLOCK 11, S80'BLK 11	0773503024003000	\$200.00
GUIERREZ, KARLA	913 GATEWOOD ST	PIN OAK ACRES, BLOCK 2, Lot 6	1011101004033000	\$140.00
JDV MIDWEST PROPERTIES LLC	2302 GIRARD AVE	NEELY'S FOREST ADDITION, S02, T09, R22E, BLOCK 3, PT LTS 17 & 18 & VAC ALLEY BEG AT NE COR LT 17, S102.5', W210'(S), N20'(S), NELY90'(S), E180'(S) TO POB (SCALED)	1010204006014000	\$494.18
HOME RUN RENOVATIONS LLC	1423 GRAND AVE	STILLING'S BLKS 12-17, BLOCK 17, LOTS 18 & 19 & N2' LT 20	0773503029008000	\$560.20
LEIGH, ROOSEVELT JR	404 GRAND AVE	CENTRAL SUBDIVISION, BLOCK TE, N82.46'OF S243.96'OF E176' OF BLK TE	0773502013007000	\$392.20
ADAMCZAK, DAVID JOHN & CHRISTINE	709 GRAND AVE	COTTAGE DIVISION, S35, T08, R22E, BLOCK 22, Lot 15 - 16	0773502035002000	\$262.04
TALLEY, DAVID R & FREDAL	530 ISABELLE ST	STILLE'S 2ND SUB, BLOCK 1, Lot 9 - 10	1010102011012000	\$272.52
WILLMORE, BILLY L	1500 JACKSON CT	WOODLAWN SUBDIVISION, BLOCK 1, Lot 19	1010202004049000	\$285.76
SMITH, NOLA N	1104 JACKSON ST	NORTON, WILLIAMS & THOMAS ADDITION, S35, T08, R22E, BLOCK 8, LTS 7 & 8 & N1/2 VAC ALLEY ADJ	0773503015011000	\$353.00
211 KIOWA LLC	211 KIOWA ST	LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 30, Lot 27 - 29	0772502021002000	\$282.50
WESELOH HOMES LLC	325 KIOWA ST	LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 37, Lot 20	0772502020006000	\$159.56
IURAS, VADIM	714 KIOWA ST	DAY & MACAULAY'S SUB, S26, T08, R22E, BLOCK 101, LT 6 LESS W2'	0772604101005000	\$1,454.84
SALGADO-IBARRA, ALONSO & MARTINEZ, EFRAI	739 KIOWA ST	DAY & MACAULAY'S SUB, S26, T08, R22E, BLOCK 100, Lot 27 - 30	0772604102007000	\$899.04



## CITY OF LEAVENWORTH, KANSAS

Tax Assessments  
7/1/2024 thru 7/1/2025

## EXHIBIT A

MOWERY, MICHAEL J & MARY A	306 LIMIT ST	SOUTHSIDE PARK SUB, BLOCK 38, LTS 12-16 & S1/2 VAC ALLEY ADJ	1010104017008000	\$425.00
HARRIS, JONATHAN RYAN	404 LIMIT ST	HALSEY HEIGHTS, BLOCK 6, Lot 12 - 15	1010104016011000	\$349.08
C & C REAL ESTATE HOLDING CO LLC	50 LOGAN AVE	SOUTHSIDE PARK SUB, BLOCK 33, Lot 12	1010104013009000	\$223.80
NEGRETTE, RYAN	407 MAPLE ST	FACKLERS ADDITION, S36, T08, R22E, BLOCK 21, LTS 3 & 4 & NLY1/2 VAC ALLEY & PORTION MAPLE ST ADJ; BEG NW COR LT 4, NE45', NW15', NE45', SE165', SW90', NW150' TO POB	0773603036003000	\$389.95
BELL, WANDA ARLENE & BAILEY, KYLEA HOPE	411 MAPLE ST	FACKLERS ADDITION, BLOCK 21, LT 5 & NLY1/2 VAC ALLEY ADJ	0773603036004000	\$628.64
DICE, NICHOLAS	504 MIAMI ST	LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 67, W19'LT 3	0772503302002000	\$295.40
ASIX LLC	1605 MICHAEL ST	AMRON ACRES, Lot 20	0782704017002000	\$121.26
FESTA, RICHARD	431 N 12TH ST	CENTRAL SUBDIVISION, S26, T08, R22E, BLOCK 88, TR BLK 88 CENTRAL SUB; BEG INTER POTTAWATOMIE ST & 12TH ST; S27', W115', NWLY37.3', E143' TO POB & ABAN RR ROW ADJ	0772603016001000	\$362.40
HOPKINS, MARK	703 N 12TH ST	GIST SURVEY, S26, T08, R22E, PT GIST SURVEY IN SW1/4; BEG 46'N NW COR INTER KICKAPOO & 12TH ST, W120', N66.25', E120', S66.25' TO POB	0772603005014000	\$261.80
KOCH, HENRY S	500 N 13TH ST	HERRIG'S REPLAT, S26, T08, R22E, BLOCK 89, PT HERRIG'S SUB; BEG NE COR INTER POTTAWATOMIE ST & 13TH ST, N194', SE280'(S), W204' TO POB & ABAN RR ROW ADJ (SCALED)	0772603012001000	\$1,925.72
JONES-RICE, KATHRYN SUE (DEC'D)	501 N 13TH ST	CENTRAL SUBDIVISION, BLOCK 80, E210'(S) BLK 80 (SCALED)	0772603011005000	\$1,925.00
CEBALLOS, ARTURO LARA	206 N 16TH ST	HLASNEY REPLAT, BLOCK 1, Lot 5	0782704011008000	\$303.42
ESPI PROPERTIES LLC	817 N 16TH ST	GIST SURVEY, S27, T08, R22E, PT GIST SURVEY IN NE1/4; BEG INTER DAKOTA ST & 16TH ST; S100', W115', N100', E115' TO POB	0782701013001000	\$1,576.84
RIGHT AT HOME RENTALS LLC	717 N 2ND ST	LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 30, N75' LTS 30-32	0772502021001000	\$208.76
NEGRETTE, RYAN	619 OAK ST	CLARK & REES ADDITION, BLOCK 33, Lot 5	0773602022004000	\$222.44
ELLIOTT, TERRY D	225 OLIVE ST	CLARK & REES ADDITION, BLOCK 8, Lot 6	0773602046004000	\$224.52
MIDAV MANAGEMENT LLC	403 OLIVE ST	CLARK & REES ADDITION, BLOCK 20, Lot 2	0773602044002000	\$1,614.16
GOINGS, JUDITH I & MICHAEL	1005 OSAGE ST	EWING, ROELOFSON & CO., BLOCK 2, Lot 10-12	0772603403002000	\$1,519.29
MIDAV MANAGEMENT LLC	1017 OSAGE ST	EWING, ROELOFSON & CO., BLOCK 2, LT 15 & E10'LT 16	0772603403004000	\$797.99
KROHN, EDWARD A	1025 OSAGE ST	EWING, ROELOFSON & CO., S26, T08, R22E, BLOCK 2, Lot 18 - 19	0772603403006000	\$251.06
WEISINGER, CHARLES JR & EUGENA	1126 OSAGE ST	EWING, ROELOFSON & CO., BLOCK 8, Lot 30-31	0772603015011000	\$145.14



## CITY OF LEAVENWORTH, KANSAS

Tax Assessments  
7/1/2024 thru 7/1/2025

## EXHIBIT A

STANDARD, ANDREA L & CLARK, K C JR	200 OSAGE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 27, Lot 1 - 2	0772503106022000	\$219.82
TRISHA P HOMES LLC	201 OSAGE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 26, Lot 32	0772503107001000	\$1,635.26
ALTON, TRISHA	319 OSAGE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 41, Lot 23	0772503213006000	\$1,034.86
LEAL, FERNANDO	323 OSAGE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 41, Lot 21	0772503213008000	\$934.80
CLAY, JUDY A & GERARDY, JAMES E	412 OSAGE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 53, Lot 6 - 8	0772503211017000	\$135.00
RANDOLPH, EDWARD C	620 OSAGE ST	LEAVENWORTH,PLT ORIG, BLOCK 79, Lot 12 13	0772604109008000	\$1,207.24
CZAPLIKI, CHEYANN MICHELLE	711 OSAGE ST	WESTERN ADDITION, BLOCK 90, Lot 26 - 27	0772604402004000	\$216.96
LEWIS, EUGENE C	922 OSAGE ST	MIX'S SUBDIVISION, BLOCK 2, Lot 11	0772604303008000	\$666.06
STEVENSON, KIMBERLY & MENZEL, NONA	1938 OTTAWA ST	S27, T08, R22E, PT NE1/4SW1/4; BEG INTER N LI OTTAWA & E LI 20TH ST, N125', E120', S125', W120' TO POB LESS ROW	0782703001028010	\$1,138.52
ABELS PAINTING INC; SMART PROPERTY SERVI	426 OTTAWA ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 55, Lot 14	0772503205010000	\$318.16
TAMIZKAR, DARYOUSH; REVOCABLE LIVING TRU	715 OTTAWA ST	DAY & MACAULAY'S SUB, BLOCK 98, Lot 40	0772604107002000	\$171.50
MARTINEZ, IVAN DE LEON	717 OTTAWA ST	DAY & MACAULAY'S SUB, BLOCK 98, Lot 39	0772604107003000	\$170.72
TRISHA P HOMES LLC	934 OTTAWA ST	COCHRAN & MULLIGAN'S SUB, BLOCK 14, LT 39 COCHRAN & MULLIGAN'S SUB & LT 29 EWING,ROELOFSON & CO SUB (SCALED)	0772603105008000	\$1,936.80
CHEAUTUM, ESTELLA MAE	907 PARKWAY CT	HOMETOWN VILLAGE PHI, S11, T09, R22E, Lot 2	1011104001025390	\$347.84
BEHNCKE, ROBERT H & REBECCA Z &	506 PAWNEE ST	LEAVENWORTH,PLT ORIG, BLOCK 60, Lot 4	0772601406019000	\$160.08
SWAFFORD, APRIL L	520 PAWNEE ST	LEAVENWORTH,PLT ORIG, BLOCK 60, Lot 11	0772601406013000	\$160.34
JEFFRIES, RICHARD L	525 PAWNEE ST	LEAVENWORTH,PLT ORIG, BLOCK 61, Lot 19 22	0772601407004000	\$1,570.48
JEFFRIES, RICHARD L	529 PAWNEE ST	LEAVENWORTH,PLT ORIG, BLOCK 61, Lot 17 18	0772601407005000	\$1,207.82
LEWIS, REDIE	732 PAWNEE ST	DAY & MACAULAY'S SUB, BLOCK 103, Lot 16 - 17	0772601404014000	\$239.58
DWYER, ALLEN	733 PAWNEE ST	DAY & MACAULAY'S SUB, BLOCK 102, Lot 30	0772601409007000	\$1,542.18
PATTERSON, JAMES L SR	908 PAWNEE ST	LEA'S & HARSH'S SUB, BLOCK 3, Lot 35 - 36	0772602011011000	\$176.02
CORBET, MICHAEL	914 PAWNEE ST	LEA'S & HARSH'S SUB, BLOCK 3, Lot 33 - 34	0772602011010000	\$504.80
PATTERSON, JAMES L SR	924 PAWNEE ST	LEA'S & HARSH'S SUB, BLOCK 3, Lot 29 - 30	0772602011008000	\$100.00



## CITY OF LEAVENWORTH, KANSAS

Tax Assessments  
7/1/2024 thru 7/1/2025

## EXHIBIT A

SFR3-020 LLC	662 PENNSYLVANIA ST	REES' DONIPHAN&THORNTON'S, BLOCK 6, Lot 12	1010102008007000	\$213.32
NEGRETTE, RYAN	1028 POTTAWATOMIE ST	EWING, ROELOFSON & CO., BLOCK 4, LT 29 & W18' LT 30	0772603107012000	\$367.88
ALTON, TRISHA	1117 POTTAWATOMIE ST	EWING, ROELOFSON & CO., BLOCK 8, Lot 12	0772603015003000	\$347.84
NEGRETTE, RYAN	317 POTTAWATOMIE ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 40, E1/2 LT 25 & ALL LT 26	0772503212005000	\$529.76
BAILEY, MARIA	741 POTTAWATOMIE ST	WESTERN ADDITION, BLOCK 91, Lot 48 - 50	0772604110010000	\$4,161.80
AILIN, ARI RYAN	801 POTTAWATOMIE ST	COCHRAN & MULLIGAN'S SUB, S26, T08, R22E, BLOCK 22, Lot 21 - 22	0772604302001000	\$441.96
CARLSON, ROBERT F	601 PROSPECT ST	DAY'S SUBDIVISION, BLOCK 18, Lot 1 - 2	0773603039001000	\$1,231.74
YSQUIERDO, MICHAEL & KELLI	1000 QUINCY ST	STILLING'S BLKS 7-11, BLOCK 10, Lot 45 - 47	0773503019013000	\$283.54
LIS, KEVIN C & PATRICIA A	1514 QUINCY ST	FOOTE'S SUBDIVISION, S34, T08, R21E, ACRES 3.68, BEG SE COR LT 3; THENCE N494', SWLY330', S475', E TO POB	0783404003012000	\$200.00
BAER, CHRIS	1800 ROSE ST	RIVERVIEW SUBDIVISION, S01, T09, R22E, BLOCK 3, Lot 23 - 24	1010102013013000	\$240.42
WESLEY, MONTARIAL A & LAKISHA	213 S 10TH ST	CENTRAL SUBDIVISION, BLOCK 15, Lot 26	0773502010005000	\$1,173.24
SHEEDS, JOHN A III & PATTY ANN	401 S 10TH ST	CENTRAL SUBDIVISION, BLOCK 16, Lot 41 - 44	0773502011004000	\$935.32
STEPHENS, MC KINLEY IV	801 S 10TH ST	CENTRAL SUBDIVISION, BLOCK 20, Lot 11 - 12	0773502043001000	\$168.75
MEL CONTRACTING LLC	112 S 11TH ST	CENTRAL SUBDIVISION, BLOCK 28, LTS 1 & 2 & S18'LT 3	0773502003010000	\$100.00
ASH, AUDRE E	317 S 11TH ST	HULSECUTTERS SUBDIVISION, BLOCK TE, Lot 10 - 11	0773502013004000	\$289.60
GIARDINA, RIKKI & NEIL	930 S 17TH ST	CROWN EST 2ND PLAT PH1, S34, T08, R22E, Lot 7	0783404003009330	\$312.78
ULMER, JAMES D	2409 S 17TH TER	PEPPER TREE SOUTH RPLT 2, Lot 7	1020304007014000	\$290.24
ASHBURN, DAVID M & ASHBURN, BRITTANY	102 S 18TH ST	BURNELL REPLAT, Lot 1	0783402001001000	\$273.22
JEFFRIES, RICHARD L	2705 S 2ND ST	SOUTHSIDE PARK SUB, S01, T09, R22E, BLOCK 32, S1/2 LTS 1 & 2	1010104014003020	\$211.22
A & D PROPERTIES KC LLC	1700 S 5TH ST	STILLE'S 2ND SUB,NEW ADD, BLOCK 1, LT 33 & N1/2 LT 32	1010102011001000	\$214.24
MARTIN, PHILIP E	822 S 5TH ST	CLARK & REES ADDITION, S36, T08, R22E, BLOCK 28, Lot 15 - 16	0773602043012000	\$1,606.84
BURGEN, TYLER	909 S BROADWAY ST	DAVIS, JAMES, ADD, BLOCK 2, N10' LT 10 & ALL LT 11	0773504002004000	\$309.70
TRAPP, NICOLE	800 SANTA FE ST	NEELY'S FOREST ADDITION, BLOCK 6, S23' LT 25 & ALL LT 26 & E1/2 VAC ALLEY ADJ	1010204007012000	\$2,552.06
HILDEBRAND, STEPHANIE K & SANTOS, ANDREW	812 SANTA FE ST	NEELY'S FOREST ADDITION, S02, T09, R22E, BLOCK 6, E 90' OF LOTS 1-2 & LOT 3 & W1/2 VAC ALLEY ADJ	1010204007010000	\$135.00
WEST EAST ASSET MANAGEMENT LLC	422 SENECA ST	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 51, Lot 10 - 16	0772503305010000	\$673.50



## CITY OF LEAVENWORTH, KANSAS

Tax Assessments  
7/1/2024 thru 7/1/2025

## EXHIBIT A

MC QUEEN, SERENA M	75 SHERIDAN ST	SOUTHSIDE PARK SUB, BLOCK 28, Lot 1	1010104012005010	\$359.94
MEYERS, LISA	651 SOUTH ST	REES' DONIPHAN&THORNTON'S, BLOCK 14, LT 1 & VAC ALLEY ADJ	1010102019001000	\$1,475.68
MEYERS, LISA	653 SOUTH ST	REES' DONIPHAN&THORNTON'S, BLOCK 14, LT2 & VAC ALLEY ADJ	1010102019001010	\$629.80
ELLINGTON, KENA ELYCEE NICOLE & PIERSON	1113 SPRUCE ST	STILLING'S, BLKS 1-3, BLOCK 2, Lot 9	0773503002004000	\$173.26
WHITE, MARK	1221 SPRUCE ST	NORTON, WILLIAMS&THOMAS ADD, BLOCK 2, W7.1'LT 18 & ALL LT 19	0773503004005000	\$150.00
JBMCKEE PROPERTIES LLC	1329 SPRUCE ST	SCHEER'S SUBDIVISION, CORR., BLOCK 1, Lot 1	0783404001001000	\$188.60
TURNERY, TRACY J & JEFFREY L	1331 SPRUCE ST	SCHEER'S SUBDIVISION, CORR., BLOCK 1, Lot 2	0783404001002000	\$298.56
STEIN, NATALIE RAE & SUSAN A	1336 SPRUCE ST	STILLINGS 2ND SUB, BLOCK 12, Lot 6	0783401026004000	\$195.96
SCANLON, JENNIFER	1408 SPRUCE ST	STILLINGS 2ND SUB, BLOCK 5, E20' LT 22 & ALL LT 23	0783401024019000	\$250.94
H&S PROPERTY INVESTMENTS LLC	1413 SPRUCE ST	SCHEER'S SUBDIVISION, CORR., BLOCK 2, Lot 3 - 4	0783404002002000	\$443.82
BEAR RE HOLDINGS LLC	224 SPRUCE ST	CLARK & REES ADDITION, BLOCK 8, Lot 10	0773602046008000	\$225.42
ADAMS, PORSCHA	1027 TAMARISK DR	WOODS ON MUNCIE, S11, T09, R22E, BLOCK 2, Lot 6	1011103003006000	\$243.66
CLARK, PATRICIA	3549 TUDOR DR	TUDOR HEIGHTS SUBDIVISION, PT LT 4; BEG NW COR, ELY 70.38', S154.25', W37.98', NW158.39' TO POB	1021001001059000	\$281.40
KARPIERZ, RYON N	549 UTAH ST	SHAMROCK ACRES ADDITION, BLOCK 2, W39'LT 9 & ALL LT 10	1011202005008000	\$386.36
STEVENSON, KIMBERLY & MENZEL, NONA	1317 VILAS ST	HOLMAN'S SUBDIVISION, BLOCK 4, LT 10 & E1.43' LT 11	1010203007004000	\$1,271.80
MORCHY, ALEGRA	514 WALNUT ST	CLARK & REES ADDITION, BLOCK 25, E5' LT 12 & ALL LT 13 & W30'LT 14	0773602021009000	\$2,000.00
RUTLEDGE, CHARLES	1100 WASHINGTON ST	NORTON, WILLIAMS&THOMAS ADD, BLOCK 7, N1/2 LT 8 & ALL LT 9	0773503016009000	\$277.54
KINCAID, ROBERT F & JEANNIE L	1906 WEST 7TH ST	FENNS BROADWAY SUB, BLOCK 7, Lot 18 - 20	1010201022018000	\$346.23
KIMMI, LAWRENCE A	209 WESTERN ST	SHAWNEE HEIGHTS, BLOCK 3, Lot 7	0782704016017000	\$233.60

Total \$68,496.65

**POLICY REPORT  
FIRST CONSIDERATION ORDINANCE  
ORDINANCE TO LEVY SPECIAL ASSESSMENTS FOR DEMOLITION PROCESS COSTS**

**AUGUST 12, 2025**

  
\_\_\_\_\_  
Sarah Bodensteiner, CMC City Clerk  
\_\_\_\_\_  
Scott Peterson, City Manager

**ISSUE:** Consider an ordinance to levy special assessments for the City's demolition process costs.

**BACKGROUND:** The below listed properties were approved by the City Commission for demolition. Chapter 10, Article XI of our Code of Ordinances provides the tools for city staff to demolish structures. This ordinance also provides for the collection of costs incurred by the City.

Our department sent property owners of record an invoice via certified U. S. mail and mailed past due notices. The following demolition process costs remain unpaid:

Property Owner	Property Address	Legal Address	Demolition Process Costs
One Walk Properties, LLC	212 Olive Street	Lots 12 and 13, Block 9, Clark and Rees Addition to the City of Leavenworth, Leavenworth County, Kansas	\$16,138.77
ESPI Properties, LLC	817 N 16 <sup>th</sup> Street	A tract beginning at the Northwest Corner of a tract bounded on the North by Dakota Street and the East by 16th Street, thence West 115 feet, thence South 100 feet, thence East 115 feet, thence North to the point of beginning, all contained in the City of Leavenworth, Leavenworth County, Kansas. From 4 1/2 acres in Rees Tract, bounded on the South by North Line Budd Tract, on the North by Dakota Street, and on the East by 16th Street, and on the West by 17th Street, in the City of Leavenworth, Leavenworth County, Kansas	\$17,450.77
		Total	\$33,589.54

**ACTION:** Consensus by the Governing Body to place on first consideration.

**ATTACHMENTS:** Draft Ordinance



(Published in the Leavenworth Times on \_\_\_\_\_, 2025)

**ORDINANCE NO. XXXX**

**AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS FOR CERTAIN LOTS, PIECES AND TRACTS OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF DEMOLITION AND PRESCRIBING FOR PAYMENT AND COLLECTION OF SAID ASSESSMENTS.**

**WHEREAS**, by due and legal proceedings heretofore carried into effect by the City of Leavenworth, Kansas, certain unsafe structures have been abated; and

**WHEREAS**, several lots pieces, parcels and tracts of land hereinafter set forth are legally liable to pay the costs or proportionate costs hereof as provided by the Code of the City of Leavenworth, Kansas; and

**WHEREAS**, the cost of such abatement has been ascertained as provided by law and fixed and distributed and apportioned as in this ordinance set forth.

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

**Section 1.** That for the purpose of paying the costs to demolish unsafe structures in the City of Leavenworth, Kansas, there shall be and hereby is apportioned to be levied and assessed on and against certain lots, pieces, parcels and tracts of land liable; therefore, special assessments hereinafter set out in such amounts, as are set out as follows:

<b>Property Owner</b>	<b>Property Address</b>	<b>Legal Address</b>	<b>Demolition Process Costs</b>
One Walk Properties, LLC	212 Olive Street	Lots 12 and 13, Block 9, Clark and Rees Addition to the City of Leavenworth, Leavenworth County, Kansas	\$16,138.77
ESPI Properties, LLC	817 N 16 <sup>th</sup> Street	A tract beginning at the Northwest Corner of a tract bounded on the North by Dakota Street and the East by 16th Street, thence West 115 feet, thence South 100 feet, thence East 115 feet, thence North to the point of beginning, all contained in the City of Leavenworth, Leavenworth County, Kansas. From 4 1/2 acres in Rees Tract, bounded on the South by North Line Budd Tract, on the North by Dakota Street, and on the East by 16th Street, and on the West by 17th Street, in the City of Leavenworth, Leavenworth County, Kansas	\$17,450.77
		Total	\$33,589.54

**Section 2.** Such amounts so levied and assessed are set forth in Section 1 of this ordinance, shall be due and payable from and after publication of this ordinance, and the City Clerk shall certify same to the

County Clerk for collection as other special assessments are collected and such amounts so certified shall be placed on the tax rolls and collected as special assessments.

**Section 3.** This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

**PASSED and APPROVED** by the Governing Body on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Holly Pittman, Mayor

{SEAL}

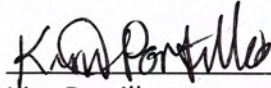
ATTEST:

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



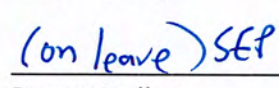
**Policy Report**  
**Leavenworth Land Bank**  
**Release of Right of Reentry 600 Cherokee Street**  
**August 12, 2025**

Prepared By:



Kim Portillo  
Planning/Community  
Development Director

Prepared By:



Penny Holler  
Assistant City Manager

Reviewed By:



Scott Peterson  
City Manager

**ISSUE:**

Consider approving the Release of Right of Reentry for 600 Cherokee Street.

**BACKGROUND:**

The City purchased the former Club Venom building at 600 Cherokee Street as a blight removal and economic development project. The property was relayed to the Leavenworth Land Bank as a mechanism to hold the building until it was purchased for redevelopment. After a Request for Proposals (RFP) process, the Leavenworth Land Bank sold the property to Sean and Jennifer Willcott in 2022 to redevelop the building into Willcott Brewing. That sale was subject to terms and conditions included in the development agreement. That agreement included a clause that the Land Bank had a Right of Reentry (the right to take back the property) should Sean and Jennifer Willcott fail to redevelop the property according to their approved plans. The Willcott's successfully redeveloped the building and the terms of the development agreement were met.

Since that time, Willcott Brewing has ceased their business and the building is available for sale. To facilitate a potential sale, the title company has requested the Leavenworth Land Bank sign a Release of Right of Reentry that acknowledges the Land Bank has no further claim to the property.

**RECOMMENDATION:**

Staff recommends approval of the Release of Right of Reentry for 600 Cherokee Street.

**ATTACHMENTS:**

Release of Right of Reentry 600 Cherokee Street  
Development Agreement 600 Cherokee Street

### **RELEASE OF RIGHT OF REENTRY**

WHEREAS, reference is hereby made to that certain Land Transfer and Development Agreement dated June 14, 2022 (the "Agreement"), by and between the City of Leavenworth Land Bank, an instrumentality of the City of Leavenworth, Kansas, created pursuant to K.S.A. 12-5901 *et seq.* (the "Land Bank"), and Sean Willcott and Jennifer Willcott, husband and wife (together, the "Developer"), notice of which Agreement is provided pursuant to that certain Memorandum of Land Transfer and Development Agreement dated July 8, 2022, and recorded July 8, 2022, as Doc. No. 2022R06521 in the office of the Leavenworth County, Kansas, Recorder of Deeds (the "Memorandum"); and

WHEREAS, reference is hereby made to Section 3.02 of the Agreement whereby the Land Bank was provided with a certain right of reentry (the "Right of Reentry") upon that certain real property legally described as follows (the "Property"):

600 Cherokee Street, Leavenworth, Kansas. Parcel ID No. 052-077-36-0-20-07-013.00-0.

LEAVENWORTH, PLT ORIG, BLOCK 74, LOT 1-2.

WHEREAS, the purposes of the Right of Reentry have been satisfied such that the provisions thereof are no longer applicable to the Property.

NOW, THEREFORE, the Land Bank hereby FULLY RELEASES the Property from the lien of the Right of Reentry, such that the same shall hereby be deemed terminated and of no further force or effect.

IN WITNESS WHEREOF, the Land Bank has hereunto caused this Release of Right of Reentry to be signed and delivered as of the day and year immediately written below.

#### **CITY OF LEAVENWORTH LAND BANK**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public within and for said County and State, personally appeared *[insert name]* \_\_\_\_\_, who stated that (s)he is the *[insert title]* \_\_\_\_\_ of the City of Leavenworth Land Bank, an instrumentality of the City of Leavenworth, Kansas, created pursuant to K.S.A. 12-5901 *et seq.*, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed on behalf of said land bank and with the authority of such land bank's board of trustees.

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

Notary Public (signature)

Notary Public (printed name)

My Commission Expires:

## **LAND TRANSFER AND DEVELOPMENT AGREEMENT**

THIS LAND TRANSFER AND DEVELOPMENT AGREEMENT (this "Agreement") is effective as of the 14th day of June, 2022 (the "Effective Date"), by and between the City of Leavenworth Land Bank, an instrumentality of the City of Leavenworth, Kansas, created pursuant to K.S.A. 12-5901 *et seq.* ("Land Bank"), and Sean Willcott and Jennifer Willcott, husband and wife, and jointly and severally (together, "Developer") (Land Bank 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 600 Cherokee Street, as more particularly identified and shown on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Developer has proposed a development project consisting generally of a first-floor microbrewery with tap-house and related facilities and equipment (the "Project").

C. To facilitate development of the Project, Land Bank 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** **RULES OF CONSTRUCTION**

**Section 1.01 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 1.02 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 Completion Date (defined below) of the entire Project.

**Section 1.03 Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement: The terms defined in this Agreement include the plural as well as the singular. All accounting terms not otherwise defined in this Agreement have the meanings assigned to them, and all computations provided for in this Agreement shall be made, in accordance with generally accepted accounting principles. All references in this Agreement to "generally accepted accounting principles" refer to all principles in effect on the date of the determination, certification, computation or other action to be taken under this Agreement using or involving such terms. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision. The Section headings in this Agreement are for convenience only and shall not affect the construction hereof.



## **ARTICLE II THE PROJECT**

**Section 2.01 Description and Scope of Project.** The scope, timing, and components of the Project, all as set forth in this Agreement, are critical to the Land Bank's agreement to convey the Property to Developer and Land Bank's consent to any public incentives offered by the City for the Project. The Project may be developed in phases (individually, a "Phase" and together, the "Phases"), as more particularly set forth on Exhibit B which is attached hereto and incorporated herein by this reference (which Exhibit B further defines "Phase 1" and "Phase 2").

**Section 2.02 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 City will use its standard procedures for review and approval of such submissions. As of the Effective Date, the Property is zoned Central Business District. Commencing upon the Effective Date and until the Closing, Developer shall be permitted to file with other applicable regulatory agencies (including but not limited to the Kansas Historical Society, the Kansas State Historic Preservation Office, and the National Park Service) applications for such permits, approvals, consents, certificates of appropriateness, and the like as Developer may deem necessary for the Project, provided that such applications are consistent with City requirements and standards. Land Bank agrees to reasonably cooperate with Developer in applying for and obtaining any such approvals, which cooperation may include assigning points of contact with the City, organizing and attending development and construction meetings, and participating in such other matters as may be reasonably necessary to facilitate development of the Project. Provided, that 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 2.03 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 Land Bank. 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 Land Bank's prior approval, and subject to City's standard procedures for review and approval of the same. Developer shall not be required to obtain Land Bank 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 2.04 Inspections.**

(a) Commencing upon the Effective Date, Developer shall have the right to enter upon the Property and make such inspections of the Property as it may deem desirable. Prior to Closing, Developer must give the Land Bank reasonable notice before entering the Property for such purposes. Such inspections of the Property shall be made at the sole cost and expense of Developer and Developer agrees to indemnify, defend and hold harmless the Land Bank and the City from any cost, charge, claim or lien directly arising therefrom and agrees to repair any damage to the Property occurring as a direct result of such inspections, which agreement shall survive termination or expiration of this Agreement.



(b) To the extent Developer obtains a Phase I and/or Phase II environmental site assessment of the Property, or any portion thereof (collectively, the "Environmental Reports"), Developer hereby agrees to provide the Land Bank and the City with a copy of the final version of such Environmental Reports, whether or not Developer takes title to the Property pursuant to the terms and conditions of this Agreement.

**Section 2.05 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 3.01 Transfer of the Property.** Subject to the terms and conditions of this Agreement, and subject to the satisfaction of the conditions precedent set forth in Section 3.05 of this Agreement, and in consideration of the Purchase Price (defined below) and Developer's development and construction of the Project, Land Bank shall convey the Property to Developer pursuant to a special warranty deed in the form and substance mutually agreed to by the parties (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). Notwithstanding the above, Developer shall be entitled to review and approve title to the Property, including the Permitted Exceptions, and the Land Bank will reasonably cooperate with the Developer in connection therewith, including execution of a standard form of owner's affidavit required by the title company (with such explanation or exceptions as Land Bank may be required to provide). The Parties acknowledge that Developer will require an owner's title insurance policy as to the Property acquired by Developer hereunder ("Title Policy"), which will be at Developer's sole cost and expense.

**Section 3.02 Right of Reentry.** The conveyance of the Property to Developer shall be subject to a "Right of Reentry" (under which Land Bank 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 June 14, 2022 (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 Phase 1 or Phase 2 of the Project (as such terms are defined in the Agreement) by those dates set forth in Exhibit B to the Agreement (which Exhibit is further attached hereto and incorporated herein by this reference), 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 of Phase 1 and Phase 2 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.

The Right of Reentry may be included in the Deed or in a separate instrument filed of record against the Property, as Land Bank and Developer may hereafter agree (provided, that in the failure of such agreement, it shall be included in the Deed).

**Section 3.03 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 3.04 Condition of the Property.** Other than the express representations and warranties of the Land Bank contained in this Agreement, Land Bank 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 Land Bank. By its execution of this Agreement, Developer acknowledges that, except for the express representations and warranties of the Land Bank contained in this Agreement, neither the Land Bank nor the City have 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. Land Bank 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 Land Bank or City or any other persons for Land Bank or 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 3.05 Conditions to Closing.** The conveyance of the Property from Land Bank to Developer as described in this Agreement shall be referred to as "Closing" in this Agreement. Before proceeding to Closing on the Property, Developer must have obtained and, where appropriate, delivered the following to Land Bank (unless otherwise expressly waived in writing by Land Bank and/or the Developer, as the case may be):

(a) if and to the extent required, final rezoning, final special use permits or conditional use permits, final replatting, and final site plan approval for the Project, as mutually approved by Land Bank, City, and Developer;



(b) complete plans and specifications for the Project approved by City, which approval shall be processed, considered, and approved or denied in due course using City's normal standards and procedures regarding such process and all applicable laws, as mutually approved by Land Bank, City, and Developer;

(c) each governmental permit, approval, variance, or similar approval required for the commencement of the construction of the Project, including without limitation third-party approvals as set forth in Section 2.02 above, but excluding required building permits, as mutually approved by Land Bank, City, and Developer;

(d) letters addressed to the Land Bank, signed by or on behalf of experienced sub-contractors selected by Developer, confirming that Developer has engaged such licensed contractors and that the parties have entered into a construction contract for the Project;

(e) evidence that Developer and its parent companies, subsidiaries, and affiliates undertaking development of the Project, or guaranteeing performance of the same, have financial wherewithal (through a combination of equity, internal financing and external funds) which are sufficient and available to fully fund the hard and soft costs for the Project; and

(f) Developer has approved the results of its inspections and due diligence with respect to the Property, including, without limitation, title commitment, Permitted Exceptions, survey, environmental reports, soil and geotechnical studies, and the Developer otherwise elects to proceed with acquiring the Property, subject to the terms and conditions of this Agreement.

#### **Section 3.06 Termination if Conditions Not Met.**

(a) If at any time prior to Closing, Developer, in Developer's judgment, determines that any of the conditions set forth in Section 3.05 above will not be satisfied, then Developer may terminate this Agreement (as to the entire Project) at any time by giving written notice to Land Bank, and neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Agreement.

(b) If any of the conditions set forth in Section 3.05 above have not been satisfied as of that date which is five (5) calendar months after the Effective Date of this Agreement, then at any time thereafter Land Bank may terminate this Agreement (as to the entire Project) by giving written notice to Developer, in which event neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Agreement.

#### **Section 3.07 Closing of Transaction.**

(a) Closing of the transaction (as to the Property) contemplated by this Agreement shall be held upon completion or waiver of the conditions set forth in Section 3.05 above at a time and place mutually acceptable to the Parties (the "Closing Date"); provided, that (i) Closing shall occur no later than six (6) calendar months 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 Land Bank, via wire transfer or other certified funds, the sum of Ten Dollars (\$10.00) (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, Land Bank shall deliver to Developer the Deed for the Property, subject to the Permitted Exceptions;

(d) Land Bank 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, 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. Land Bank shall deliver possession of the Property to Developer at Closing. Real property ad valorem taxes and special assessments shall be prorated to the Closing, based upon actual days involved. The Land Bank shall be responsible for all ad valorem taxes and special assessments attributable to any period prior to the Closing and will not itself agree to reassess or reamortize any special assessments paid by Land Bank (or abated by the City) during Land Bank's ownership of the Property against the Property following Closing, and Developer shall be responsible for all ad valorem taxes and installments of special assessments attributable to any period on and after the Closing. In connection with the proration of real and property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, the proration shall be based upon the tax figures from the preceding year.

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

**Section 4.01 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 B attached hereto, subject to Force Majeure and the cure provisions set forth in Section 7.01 herein.

**Section 4.02 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 4.03 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 Land Bank a certificate or notice of final completion prepared by Developer's sub-contractor(s), in a form reasonably acceptable to the Land Bank (the "Certificate of Final Completion"). The term "Final Completion" shall mean that Developer has completed all work as required by this Agreement for the applicable Phase, including final "punch list" work on such Phase, and that, as to Phase 2, City has granted to Developer a Certificate of Occupancy as to that Phase of the Project (the date of Final Completion as to each Phase, and to the Project as a whole, is referred to in this Agreement as the "Completion Date"). The Land Bank or 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. If, with Developer's submittal of its Certificate of Final Completion, Developer is actually entitled to a Certificate of Occupancy based on full performance of this Agreement by Developer as to any Phase, then the



Completion Date shall be deemed to be the date of Developer's submittal of its Certificate of Final Completion.

**Section 4.04 City and Land Bank Rights of Access.** Representatives of the City and the Land Bank 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. Except in case of emergency, prior to any such access, such representatives of City or Land Bank will check in with the on-site manager. Such representatives of the City or Land Bank shall carry proper identification and shall not interfere with Developer's operations on the Property.

**Section 4.05 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 Land Bank, which consent may be withheld in the Land Bank'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 Land Bank and the City may incur damages as a result of such violations, and Developer agrees to indemnify the Land Bank and the City from any such damages.

Such use restrictions may be included in the Deed or in a separate instrument filed of record against the Property, as Land Bank and Developer may hereafter agree (provided, that in the failure of such agreement, it shall be included in the Deed). The provisions of this Section 4.05 shall survive expiration or termination of this Agreement.

**Section 4.06 Annual Compliance Certification.** At any time upon the request of the Land Bank, the Developer shall provide a signed certification to the Land Bank 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.

## **ARTICLE V**

### **ASSIGNMENT AND TRANSFER**

**Section 5.01 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 Land Bank, which approval may be granted or withheld in Land Bank's sole discretion. Any permitted assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of Land Bank, 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 Land Bank approval or otherwise, then Developer shall be relieved from all obligations set forth herein.

**Section 5.02 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 5.03 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 Land Bank (but subject to all applicable laws and the use restrictions set forth in this Agreement).

## **ARTICLE VI**

### **INDEMNIFICATION AND INSURANCE**

#### **Section 6.01 Indemnification.**

(a) Developer shall defend, indemnify, and hold Land Bank and City, and Land Bank's 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 Land Bank and City and Land Bank's 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) Notwithstanding the foregoing provisions of Section 6.01(a) above, Developer shall have no liability to the Land Bank or the City or any third parties with respect to the pre-existing environmental contamination of the Property, unless and only to the extent that Developer or its contractors have willfully exacerbated the pre-existing environmental contamination as a direct result of Developer or its contractors' failure to comply, as applicable, with any and all applicable Environmental Laws. For purposes of this Agreement, the mere discovery or encountering of the pre-existing environmental contamination shall not be deemed "exacerbation".

(c) 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.

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

#### **Section 6.02 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 Land Bank. Land Bank 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 Land Bank'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 Land Bank'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 Land Bank; 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 Land Bank on the Completion Date for each Phase.

(e) As and when obtained, Developer must provide Land Bank 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 Land Bank 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 Land Bank 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 Land Bank of such event and Land Bank, 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 Land Bank 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 6.03 Non-Liability of Officials, Employees and Agents of the City and Land Bank.**

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 Land Bank or 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 7.01 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 Land Bank or City, or any application or information provided to the Land Bank or City or to Leavenworth County, Kansas (the "County"), or in any report provided to the Land Bank or 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 Land Bank, 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 Land Bank 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 Land Bank; 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 7.02 Rights and Remedies of Land Bank.** The rights and remedies reserved by Land Bank 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, Land Bank or City, as the case may be, may, at its option and without limitation: (i) terminate this Agreement; (ii) 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; (iii) 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 (iv) exercise any other rights or remedies available to Land Bank at law or equity. Without limiting the generality of the foregoing, the Land Bank 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, Land Bank may take such actions, or pursue such remedies, as exist hereunder or at law or in equity.

**Section 7.03 Default by Land Bank.** Land Bank will be in default (each a "Land Bank Default") under this Agreement if:

(a) Land Bank fails to keep or perform any covenant or obligation that Land Bank is to keep or perform pursuant to this Agreement, and Land Bank fails to remedy the same within thirty (30) calendar days after the Developer has given Land Bank 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 Land Bank Default if corrective action is instituted by Land Bank within such period and diligently pursued until the default is corrected; or

(b) Land Bank 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 Developer; 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 Land Bank Default if corrective action is instituted by Land Bank within such period and diligently pursued until the default is corrected.

**Section 7.04 Rights and Remedies of Developer.** The rights and remedies reserved by Developer 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 City 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 7.03 above, Developer may, at its option and without limitation: (i) terminate this Agreement and/or (ii) exercise any other rights or remedies available to Developer at law or equity. Without limiting the generality of the foregoing, the Developer 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 City Default occurs, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity.

## **ARTICLE VIII MISCELLANEOUS**

**Section 8.01 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 8.02 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.

**Section 8.03 Representations and Warranties of Developer.** Developer, and each of them, represents and warrants to the Land Bank as follows:

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

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

(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 (or either of them) is subject, or to any judgment, decree, license, order or permit applicable to Developer (or either of them), 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 (or either of them) is a party, by which Developer (and either of them) is bound, or to which Developer (or either of them) 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 (and both of them) 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 (and both of them) of this Agreement or the consummation of the transactions contemplated hereby, except for zoning, building and other customary permits or approvals, to include the Kansas Historical Society and the National Park Service, to be obtained from City or other governmental units.

**Section 8.04 Representations and Warranties of Land Bank.** Land Bank represents and warrants to the Developer as follows:

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



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

(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 the organizational documents of Land Bank or any provision of law, statute, rule or regulation to which Land Bank is subject, or to any judgment, decree, license, order or permit applicable to Land Bank, 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 Land Bank is a party, by which Land Bank is bound, or to which Land Bank 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 Land Bank 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 Land Bank of this Agreement or the consummation of the transactions contemplated hereby, except for zoning, building and other customary permits to be obtained from City or other governmental units.

**Section 8.05 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 8.06 Amendments**. This Agreement may be amended, changed or modified only by a written agreement duly executed by the Land Bank 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 8.07 Consents and Approvals**. Wherever in this Agreement it is provided that the Land Bank or Developer shall, may or must give its approval or consent, the Land Bank and Developer shall not, unless specifically provided otherwise in this Agreement, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the Land Bank in any action concerning another's reasonableness will be action for declaratory judgment and/or specific performance.

**Section 8.08 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 Land Bank: City of Leavenworth Land Bank  
c/o City of Leavenworth, Kansas  
Attn: City Manager  
City Hall, 100 N. 5th Street  
Leavenworth, Kansas 66048

Copy to: Lathrop GPM LLP  
Attn: David E. Waters  
10851 Mastin Blvd., Suite 1000  
Overland Park, Kansas 66210

To Developer: Sean and Jennifer Willcott  
13193 206 Rd  
Holtan, KS 66436

Copy to: Pugh & Pugh Attorneys at Law, P.A.  
Attn: Jacob Pugh  
625 Lincoln Ave., PO Box 138  
Wamego, Kansas 66547

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 8.09 Tax Implications.** Developer acknowledges and agrees that (a) neither Land Bank 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 8.10 Mutual Assistance.** Except as may otherwise be set forth or permitted in this Agreement, Land Bank and Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications as may be necessary or appropriate to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

**Section 8.11 Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 8.12 City as Third-Party Beneficiary.** Land Bank and Developer agree that the City is expressly intended as a third-party beneficiary of this Agreement.

**Section 8.13 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 8.14 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 Parties shall record a memorandum describing this Agreement in the land records of Leavenworth County, Kansas, in form acceptable to Land Bank and Developer (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, Land Bank and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

**LAND BANK:**

**CITY OF LEAVENWORTH LAND BANK**

By: Camilla Leonhard  
Camalla Leonhard, Chairperson

**ATTEST:**

Sarah Bodensteiner  
Sarah Bodensteiner, CMC, City Clerk



**DEVELOPER:**

Sean Willcott  
Sean Willcott  
Jennifer Willcott  
Jennifer Willcott

**EXHIBIT A**

[Description of the Property]

600 Cherokee Street, Leavenworth, Kansas. Parcel ID No. 052-077-36-0-20-07-013.00-0.

LEAVENWORTH, PLT ORIG, BLOCK 74, LOT 1-2.



## **EXHIBIT B**

### **[Description of the Phases and Applicable Schedules]**

**Phase 1:**      Submit comprehensive, permit-ready build-out plans and other documentation required by the City for the Project (including total square footage of the basement and 1st floor of the Property for the intended use of a microbrewery, taproom, and exterior beer garden), so as to allow the City to issue all required building permits for the Project, which plans and building permit application must reflect the Project as described in the Agreement (including but not limited to Section 3.05 thereof) and with a building permit and equipment value of not less than \$500,000.

Completion Date:      Within three (3) calendar months after the Closing.

**Phase 2:**      Commenced and completed all work in accordance with such Building Permit obtained as Phase 1.

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

Completion Date:      Within twelve (12) calendar months after the Commencement Date for Phase 2 (includes final inspections of HVAC, electrical, and plumbing for area included in the Phase 1 Building Permit, and issuance of a full certificate of occupancy for the Project).