



City of Leavenworth
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, OCTOBER 14, 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

PROCLAMATIONS:

1. Proclamations: (pg. 02)
 - a. World Polio Day
 - b. Military Retiree Appreciation Day

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from September 23, 2025 Regular Meeting **Action:** Motion (pg. 04)

Second Consideration Ordinances:

3. Second Consideration Ordinance No. 8270 Adopting Leavenworth County Sanitary Code for Private Sewage Disposal Systems **Action:** Roll Call Vote (pg. 09)
4. Second Consideration Ordinance No. 8271 Special Use Permit to Allow a Two-Family Dwelling at 510 Kiowa Street **Action:** Roll Call Vote (pg. 13)

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 sign-up sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

5. Mayor's Appointments **Action:** Motion (pg. 16)
6. Consider Special Event Street Closure Request for the Christmas Market Event **Action:** Motion (pg. 17)

Bids, Contracts and Agreements:

7. Consider Award of the 2025-2026 Salt Bid **Action:** Motion (pg. 21)
8. Consider Approval of 2026 Landfill Services Contract **Action:** Motion (pg. 25)
9. Consider Award of Bid for Chestnut and 6th Avenue Stormwater Repair Project **Action:** Motion (pg. 29)
10. Consider Approval to Lease Camera Replacements for the Police Department **Action:** Motion (pg. 33)

First Consideration Ordinances:

11. First Consideration Ordinance Adjusting Speed Limits on Certain Roads **Action:** Consensus (pg. 45)

Consent Agenda:

Claims for September 19, 2025 through October 9, 2025, in the amount of \$2,065,363.59; Net amount for Payroll #19 effective September 19, 2025, in the amount of \$431,436.98 (Includes Police & Fire Pension in the amount of \$7,753.58) and Payroll #20 effective October 3, 2025 in the amount of \$400,843.36 (No Police & Fire Pension). **Action:** Motion

Other:

Adjournment **Action:** Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations; and*

WHEREAS, *Rotary is a global network consisting of over 1.4 million members in more than 46,000 clubs in 221 countries and geographical areas who unite as neighbors, friends, leaders, and problem-solvers to take action to create lasting change in communities across the globe; and*

WHEREAS, *the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and*

WHEREAS, *Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, the Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and*

WHEREAS, *polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and*

WHEREAS, *to date, Rotary has contributed more than US \$2.6 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and*

WHEREAS, *Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Gates Foundation; and*

WHEREAS, *these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and*

WHEREAS, *in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and*

WHEREAS, *there are many members of the Rotary Club of Leavenworth who sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in our local community and abroad; and*

WHEREAS, *Leavenworth Rotarians have committed their time, talent and treasure to continue support of PolioPlus until Polio is finally eradicated from the earth.*

NOW, THEREFORE, *I, Nancy Bauder, Mayor Pro Tem of the City of Leavenworth, Kansas hereby proclaim October 24, 2025 as:*

World Polio Day

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

Nancy Bauder, Mayor Pro Tem

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *Military Retirees have served our country faithfully in times of peace and war; and*

WHEREAS, *Military Retirees have made significant sacrifices in defense of our freedom and liberty; and*

WHEREAS, *a large number of Military Retirees and their families live, work, and play in the Leavenworth community; and*

WHEREAS, *the Fort Leavenworth Garrison will conduct a Retiree Appreciation Day on October 25, 2025.*

NOW, THEREFORE, *I, Nancy Bauder, Mayor Pro Tem of the City of Leavenworth, Kansas do hereby join the Fort Leavenworth Garrison in recognizing the contributions, sacrifices, and loyalty of Military Retirees in our community by proclaiming October 25, 2025 as:*

Military Retiree Appreciation Day

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas thisfourteenth day of October in the year of two-thousand and twenty-five.*

Nancy Bauder, Mayor Pro Tem

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



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

City Commission Regular Meeting
Commission Chambers
Tuesday, September 23, 2025 6:00 p.m.

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, Chief Building Inspector Harold Burdette, Fire Chief Gary Birch, Fire Marshall Bill McKeel, Planning & Community Development Director Kim Portillo, Community Development Coordinator Bradley Brandon, Leavenworth Housing Authority Housing Manager Andrea Cheatom, Deputy Police Chief Major Dan Nicodemus, Deputy Public Works Director Michael Stephan, Public Information Officer Melissa Bower, 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.

Mayor Pittman moved to add an Executive Session for Attorney-Client Privilege to the agenda. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

PROCLAMATIONS:

Hunger Action Month - Mayor Pittman read the proclamation proclaiming the month of September 2025 as Hunger Action Month. The proclamation was accepted by members of Stronghold Food Pantry.

United Way Months - Mayor Pittman read the proclamation proclaiming the months of September through December as United Way Months. The proclamation was accepted by Mary Mack with the United Way of Leavenworth County.

Domestic Violence Awareness Month - Mayor Pittman read the proclamation proclaiming the month of Octobers as Domestic Violence Awareness Month. The proclamation was accepted by Alliance Against Family Violence.

Fire Prevention Week - Mayor Pittman read the proclamation proclaiming October 5-11, 2025 as Fire Prevention Week. The proclamation was accepted by Fire Marshall Bill McKeel.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Martin moved to accept the minutes from the September 9, 2025 regular meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8267 Adopt Standard Traffic Ordinance 52nd Edition – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the September 9, 2025 meeting.

Mayor Pittman called the roll and Ordinance No. 8267 was unanimously approved.

Second Consideration Ordinance No. 8268 Adopt Uniform Public Offense Code 41st Edition – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the September 9, 2025 meeting.

Mayor Pittman called the roll and Ordinance No. 8268 was unanimously approved.

Second Consideration Ordinance No. 8269 Adopt 2025 Intersection Traffic Control Device Master Index – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the September 9, 2025 meeting.

Mayor Pittman called the roll and Ordinance No. 8269 was unanimously approved.

NEW BUSINESS:

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

Resolutions:

Resolution B-2406 Capital Fund Program Grant for Planters II – Leavenworth Housing Authority Housing Manager Andrea Cheatom presented for approval Resolution B-2406 for the 2025 Capital Fund Program (CFP) grant #KS01P06850125 for Planters II in the amount of \$210,487.00. The grant funds must be accepted annually by the City Commission.

Commissioner Bauder moved to adopt Resolution B-2406 accepting the 2025 Capital Fund Program grant for Planters II. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Resolution B-2407 Capital Fund Program 5 Year Action Plan and Capital Fund Annual Statement for Planters II – Leavenworth Housing Authority Housing Manager Andrea Cheatom presented for approval Resolution B-2407 authorizing the submission of plans to the U.S. Department of Housing and Urban Development (HUD).

Commissioner Bauder moved to approve the Capital Fund Program 5 Year Action Plan and Capital Fund Annual Statement and adopt Resolution B-2407 authorizing submission to HUD. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Resolution B-2408 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) – Community Development Coordinator Bradley Brandon presented for approval Resolution B-2408 approving the 2024-2025 CAPER for submission to the U.S. Department of Housing and Urban Development (HUD). Mr. Brandon provided a brief summary of the grant year to include the following:

- The CAPER is required to report goals, projections and how funds were spent
- Assisted 16 owner occupied homeowners with minor home repair assistance
- Helped with the acquisition of 5 homes for first time home buyers
- Provided rent or utility assistance to 5 public service agencies who served 5,241 individuals
- Completed sidewalk repair and ADA compliant ramp placement project on the 200 and 300 blocks of Kiowa Street

Commissioner Martin moved to approve Resolution B-2408 approving the CAPER 2024-2025 for submission to the U.S. Department of Housing and Urban Development (HUD). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Bids, Contract and Agreements:

Consider Concurrence of KDOT Award of Bid for 10th and Limit Intersection Project – Deputy Public Works Director Michael Stephan presented a request for concurrence with KDOT's recommendation to award the bid for the 10th and Limit Intersection Project to Julius Kaaz Construction and JEO. In December 2021, the City was notified of a grant opportunity for intersection improvements that would improve the safety of high-crash locations. The Police Department provided a list of high-crash intersections and based on this information, the City worked with Merge Midwest Engineering to evaluate options for safety improvements at the intersection of 10th and Limit Street. The City submitted a grant application and received an offer letter from KDOT stating that we were eligible for up to \$1,000,000 in funding to help cover the costs of these improvements. This is a 90/10 grant that covers the construction and the construction engineering associated with the project. The City is responsible for 10% of the construction/construction engineering costs and 100% for the design and right-of-way acquisition. KDOT advertised the project and 3 bids were received on September 17, 2025. KDOT reviewed the bids and found no issues with the lowest Responsible Bidder.

Commissioner Hingula moved to concur with KDOT's recommendation to award the project to Julius Kaaz Construction and JEO for Construction Engineering for the 10th and Limit Intersection Project. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Consider Award of Bid for Industrial Park Sanitary Sewer Creek Crossing Repair Project – Deputy Public Works Director Michael Stephan presented for award of bid of the Industrial Park Sanitary Sewer Creek Crossing Repair Project. In 2017, during a scheduled sanitary sewer creek crossing inspection, staff identified a possible future issue with the sanitary main located in the creek at 4751 S 13th Street. Earlier in 2025, staff engaged with the City's on-call engineering firm, BG Consultants, to design a long-term solution for protecting the sanitary main and stabilizing the creek banks from further deterioration. The project plans were prepared and the project was advertised for bid. Bids were accepted on September 15, 2025 and 6 bids were received. The sanitary crossing repairs are expected to begin no later than October 6, 2025

with completion in 60 calendar days. The total project cost is \$81,500. This project will be funded 50% from the Sewer Fund and 50% from the Stormwater Fund.

Commissioner Wilson moved to award the bid for the Industrial Park Sanitary Sewer Creek Crossing Repair Project from Baker Construction in an amount not to exceed \$81,500.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance to Adopt Leavenworth County Sanitary Code – Chief Building Inspector Harold Burdette presented for first consideration an ordinance adopting the Leavenworth County Sanitary Sewer Code for the installation of private sewage disposal systems within the city. Private sewage disposal systems may be installed in the City, but it is not a common practice. The current regulations are outdated and incomplete. The Leavenworth County Sanitary Code contains installation and maintenance regulations for private sewage disposal systems. Leavenworth County staff deals with private sewage disposal systems often and have assisted City Staff on installations within City limits in the past. The proposed ordinance would adopt the County's code for use within the City, per Chapter 1, Section VI of the Leavenworth County Sanitary Code.

There was consensus by the Commission to place the ordinance on first consideration.

First Consideration Ordinance for Special Use Permit for Two-Family Dwelling at 510 Kiowa Street – Planning & Community Development Director Kim Portillo presented for first consideration an ordinance to approve a special use permit to allow a two-family dwelling in the R1-6 zoning district. Two-family dwellings are allowed in the R1-6 zoning district with the approval of a special use permit. The property is currently being used as a nonconforming two-family dwelling. Staff does not have record of it being legally established for such use. The applicant is requesting a Special Use Permit to adequately represent the current use of the structure on the property, and to bring the use into compliance with the Development Regulations. Issuance of a Special Use Permit will require the applicant to register the structure with the City as a two-family dwelling. The Planning Commission considered this item at their September 9, 2025 meeting and voted 4-0 to recommend approval of the Special Use Permit with one condition: the property owner shall register the property with the City of Leavenworth as a two-family rental property.

There was consensus by the Commission to place the ordinance on first consideration.

Consent Agenda:

Commissioner Martin moved to approve Claims for September 5, 2025 through September 18, 2025, in the amount of \$1,756,710.62; Net amount for Payroll #18 effective September 5, 2025 in the amount of \$401,552.30 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Executive Session – Attorney-Client Privilege – Mayor Pittman moved the City Commission recess into executive session for 30 minutes for the purpose of discussing employee matters in consultation with an attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319 (b) 2. The City Commission, City Manager, and City Attorney will be present. The open meeting will

resume in the City Commission Chambers at 7:05p.m. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Mayor Pittman, Commissioners Martin and Wilson returned to open session at 7:05 p.m. with no action taken.

Executive Session – Attorney-Client Privilege – Mayor Pittman moved the City Commission recess into executive session for 20 minutes for the purpose of discussing zoning matters in consultation with an attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319 (b) 2. The City Commission, City Manager, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at 7:26 p.m. Commissioner Martin seconded the motion and the motion was approved. Mayor Pittman declared the motion carried 3-0.

The City Commission returned to open session at 7:26 p.m. with no action taken.

Other:

City Manager Scott Peterson:

- Reminder that Camp Leavenworth is this weekend

Commissioner Hingula:

- Rotary's volksmarch is going on this weekend

Commissioner Wilson:

- God bless have a great week
- Fireworks on Friday

Mayor Pittman:

- Excited for Camp Leavenworth
- Campleaveworth.com will have a schedule of events

Adjournment:

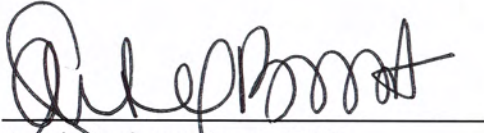
Commissioner Wilson moved to adjourn the meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:28 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8270
ADOPTING LEAVENWORTH COUNTY SANITARY
CODE FOR PRIVATE SEWAGE DISPOSAL SYSTEMS**

OCTOBER 14, 2025



Sarah Bodensteiner, CMC
City Clerk

Scott Peterson
City Manager

BACKGROUND:

At the September 23, 2025 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING CHAPTER 22 (HEALTH AND SANITATION), ARTICLE III (PRIVIES, CESSPOOLS AND SEPTIC TANKS), AND ALL SECTIONS THEREIN, ADDING NEW AND SUBSTITUTE PROVISIONS THERETO, AND REPEALING THE PREVIOUS ARTICLE AND SECTIONS SO AMENDED.

There have been no changes to the ordinance since first introduced. Ordinance No. 8270 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8270

(Summary Published in the Leavenworth Times October 18, 2025)

ORDINANCE NO. 8270

AN ORDINANCE AMENDING CHAPTER 22 (HEALTH AND SANITATION), ARTICLE III (PRIVIES, CESSPOOLS AND SEPTIC TANKS), AND ALL SECTIONS THEREIN, ADDING NEW AND SUBSTITUTE PROVISIONS THERETO, AND REPEALING THE PREVIOUS ARTICLE AND SECTIONS SO AMENDED.

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

Section 1. Chapter 22, Article III, of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

ARTICLE III. PRIVIES, CESSPOOLS AND SEPTIC TANKS

Sec. 22-158. Inspection authority.

The public works director or his representative shall have the right to enter upon any premises and inspect the sanitary conditions therein to enforce this article.

Sec. 22-159. Prohibition.

No person shall construct, permit or maintain a privy vault or cesspool within the city limits. Septic tanks or other private sewage disposal systems may not be constructed on any lot or premises where there is a public sanitary sewer in any street, alley, highway, easement, or right-of-way adjoining or serving such lot or premises, or where connection to a public sewer is otherwise required under this article or under Chapter 46, Article III of the code.

Sec. 22-160. Private sewage disposal system.

- (a) Where a public sanitary sewer is not available as described in this article and/or Chapter 46, Article III of the code, a building sewer shall be connected to a private sewage disposal system complying with the provisions set forth in the latest version of the Leavenworth County Sanitary Code as then-adopted by Leavenworth County, the terms of which are incorporated into this article by this reference.
- (b) Before commencement of construction of a private sewage disposal system, the owner shall first obtain such permits and pay such fees as may be required by Leavenworth County and/or its designated departments. The application for such permits shall be made on a form furnished by Leavenworth County, which shall be supplemented by all information as deemed necessary by Leavenworth County and the city's director of public

works. A plumbing permit from the city shall also be obtained, and the permit fee shall be paid as required, as set forth in the city fee schedule.

- (c) A private sewage disposal system shall not be utilized until the installation is completed to the satisfaction of Leavenworth County (through its authorized agent) and the city inspector or other city-designated official. They shall be allowed to inspect the work at any state of construction, and in any event, the applicant for the permit shall notify Leavenworth County and the City when the work is ready for final inspection, and before any underground portions are covered.
- (d) The type, capacities, location, and layout of a private sewage disposal system shall comply with all requirements of the Leavenworth County Sanitary Code.
- (e) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in this article and in Chapter 46, Article III of the code, a direct connection shall be made within ninety (90) days to the public sewer and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material approved by the city director of public works.
- (f) The owner shall operate, clean, and maintain the private sewage disposal facilities in a sanitary manner at all times, and in conformity with the Leavenworth County Sanitary Code, at no expense to the city.
- (g) Where there are city regulations that differ from the requirements of the Leavenworth County Sanitary Code, the city regulations shall apply.
- (h) No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by Leavenworth County.
- (i) If, at any time, Leavenworth County determines that it does not have jurisdiction to receive applications, collect fees, issue permits, or conduct inspections as provided in this section, then then applications will be made to and fees will be paid to the city, the city will review and issue such permits under the same considerations as provided in this article and under the Leavenworth County Sanitary Code, and the city will conduct such inspections.

Sec. 22-161. Disinfection.

All septic tanks and private sewage disposal systems shall be disinfected when so ordered by the public works director or his/her authorized representative.

Sec. 22-162. Temporary privies for workers.

All contractors or other persons employing persons in constructing buildings, street improvements, or other similar work shall provide and care for such temporary privies as will meet the approval of the city public works director.

Secs. 22-163—22-195. Reserved.

Section 2. Chapter 22, Article III of the Leavenworth Code of Ordinances, including Sections 22-158 through 22-195, inclusive, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED and APPROVED by the Governing Body on the 14th day of October, 2025.

Nancy Bauder, Mayor Pro Tem

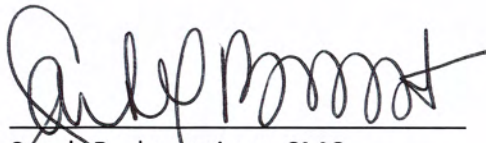
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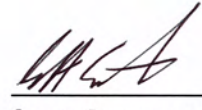
ATTEST:

Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8271
APPROVAL OF SPECIAL USE PERMIT FOR TWO-FAMILY DWELLING IN R1-6 ZONING
AT 510 KIOWA STREET**

OCTOBER 14, 2025



Sarah Bodensteiner, CMC
City Clerk

Scott Peterson
City Manager

BACKGROUND:

At the September 23, 2025 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE ALLOWING A SPECIAL USE FOR A TWO-FAMILY
DWELLING IN A HIGH DENSITY SINGLE FAMILY RESIDENTIAL
DISTRICT ZONING DISTRICT LOCATED AT 510 KIOWA STREET IN
THE CITY OF LEAVENWORTH, KANSAS.**

There have been no other changes since first consideration.

Ordinance No. 8271 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8271

(Summary Published in the Leavenworth Times on October 18, 2025)

ORDINANCE NO. 8271

AN ORDINANCE ALLOWING A SPECIAL USE FOR A TWO-FAMILY DWELLING IN A HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT ZONING DISTRICT LOCATED AT 510 KIOWA STREET IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under the Appendix A of the City Code of Ordinances, Development Regulations, of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 8th day of September 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 13th day of August 2025; and

WHEREAS, the City Planning Commission did hear on the 8th day of September 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas and upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for a two-family dwelling in a High Density Single Family Residential District zoning district located at 510 Kiowa Street, Leavenworth, Kansas; and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for a two-family dwelling for the property described herein in Section 1.

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

Section 1. That a special use permit be issued for a two-family dwelling on the following described property:

Lots Five (5) and Six (6), Block Sixty-Two (62), Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas; And more commonly referred to as 510 Kiowa Street, Leavenworth, Kansas.

Section 2: That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the Leavenworth City Commission of the City of Leavenworth, Kansas on this 14th day of October 2025.

Nancy Bauder, Mayor Pro Tem

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

MAYOR'S APPOINTMENTS

OCTOBER 14, 2025

Mayor Pro Tem Bauder

"Move to

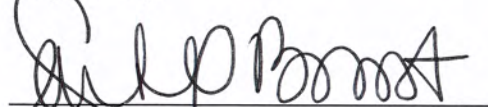
*Reappoint to the **Community Corrections Advisory Board** Patrick Kitchens and Marcia Jackson to terms ending October 16, 2027;*

Requires a second and vote by the Governing Body.

POLICY REPORT
CONSIDER SPECIAL EVENT STREET CLOSURE REQUEST FOR
CHRISTMAS MARKET EVENT SPONSORED BY LEAVENWORTH ANITQUE MALL

OCTOBER 14, 2025

Prepared by:


Sarah Bodensteiner CMC, City Clerk

Reviewed by:


Scott Peterson, City Manager

ISSUE:

The City of Leavenworth Staff and Police Department received a request to close two blocks of Delaware Street and 2 blocks of 5th Street on Saturday, December 6, 2025 for the Leavenworth Christmas Market.

BACKGROUND:

The City of Leavenworth received the Special Event Application and Street Closure Request Form from the event organizer for the Leavenworth Christmas Market, scheduled for Saturday, December 6, 2025. The proposed street closure would be from 7:00 a.m. to 9:00 p.m. to allow for setup and tear-down, pending approval. The closure would include the 400 to 600 Blocks of Delaware Street and 5th Street from Shawnee Street to Cherokee Street.

Additionally, this is the third request regarding this particular event and footprint, and staff is seeking the Commission's consensus that if the event proceeds without altering its footprint or extending beyond one day in future years, staff may review and approve future requests accordingly.

COMMISSION OPTIONS:

- Approve the Street Closure Request for December 6, 2025 as presented
- Deny the Street Closure Request for December 6, 2025 as presented

ATTACHMENTS:

- Special Event Application
- Street Closure Request Form
- Map of Requested Closure Area



Special Event Application

The undersigned hereby makes application for a Special Event in the City of Leavenworth, Kansas under the provisions of the Code of Ordinances, Chapter 42 Streets, Sidewalks and Other Public Places, Article VII

Fee: \$25.00 Per Event (non-refundable)

Application must be filed with the City Clerk eight (8) weeks prior to the event.

Event Information:

Name of Event: Christmas Market Type of Event: VENDOR MARKET
 Description of Event: 1 Day Christmas Market
 Date of Event: Start Date: 12/6/25 End Date: 12/6/25 Time of Event: Start Time: 10:00^{am} End Time: 8:00pm
 Event Location: 400-700 Delaware - Shawnee to Cherokee on 5th (attach route map)

Applicant Information:

Applicant/Event Coordinator Name: Kathleen Wade
 Applicant Address: 505 Delaware City: Lvn State: Ks Zip: 66048
 Applicant Phone: 913-787-4867 Email: leavenworthksantiquemall@gmail.com

Sponsoring Organization Information:

Business Name: Leavenworth Antique Mall
 Business Address: 505 Delaware City: Lvn State: Ks Zip: 66048
 Business Phone: 913-250-5814 Email: _____
 Needs from the city: Trash bags, Barricades, Dumpster

Will Event Have: Food Vendors X Alcohol X Inflatables _____ Amplified Sound _____

Event Fees and Forms Needed:

Due at time of event application:

- * KDOR Packet
- * Loud Noise Permit: \$5/event
- * Park Reservation:
- * Street Closure Request

Due a minimum of 2 weeks prior to event:

- * Certificate of Insurance
- * Temporary Liquor Permit: \$25/day

Due 1 week prior to event:

- * Bounce House(s): Permit required from KS Dept of Labor:
- * Temporary Food Vendors: \$0-\$35/vendor (based on licensing provided)

I understand that no candy, gum, or items may be thrown, tossed or otherwise distributed from vehicles or individuals in a parade, run, race or walk.
KAW (initial)

Event Coordinator Signature: Kathleen Wade

Date: 9/25/25

<u>9-25</u> Date <u>AKL</u> Received By		Office Use Only	
Due at time of application:	Route Map	<u>X</u> KDOR	<u>N/A</u> Park Reservation
	<u>N/A</u> Noise Permit	<u>X</u> Street Closure Request	
Due after application:	COI	Temp Food	<u>N/A</u> Inflation Certifications
		Temp Liquor	
		Approval:	
	Fire Chief	Police Chief	City Manager



Street Closure Request Form

Fee: \$25.00 Per Event (non-refundable)

Application must be filed with the City Clerk's Office no less than eight (8) weeks prior to the requested date(s).

Receipt of this form does not guarantee approval of a street closure. Street closure requests will be reviewed and may require approval from the City Commission at a future city commission meeting. If your event requires City Commission approval, the city clerk's office will contact you with the date of the City Commission meeting in which your request will be presented to the City Commission. You will want to attend that meeting in case questions arise in order to ensure the Commission understand the full aspect of what you are requesting.

Name of Event: Christmas Market Date of Event: 12.6.25
Event Description/Type of Event: Vendor Market Christmas
Event Start Time: 8:00 am Event End Time: 8:00 PM
Event Location: 5th Between Shawnee + Cherokee - 4th-6th Delaware
Street Closure Start Time: 7:00am Street Closure End Time: 9:00 PM
Estimated Attendance: 5000 Is this a public or private event? ☒ Public ☐ Private
Application Organization: Leavenworth Art Mall Phone: 913 787 4867
Address: 505 Delaware City: Leu State/Zip: KS 66048
Event Coordinator: Kathleen Wade
Address: 505 Delaware City: Leu State/Zip: KS 66048
Phone: 913 787 4867 Cell: 913 787 4867 Email: leavenworthkgaubique mall@gmail.com

STREET CLOSING

Proposed Street Closure: Delaware From: 4th To: 6th
Proposed Street Closure: 5th St From: Shawnee To: Cherokee
Proposed Street Closure: _____ From: _____ To: _____
Proposed Street Closure: _____ From: _____ To: _____

No road closures will be approved for 4th Street/K-7

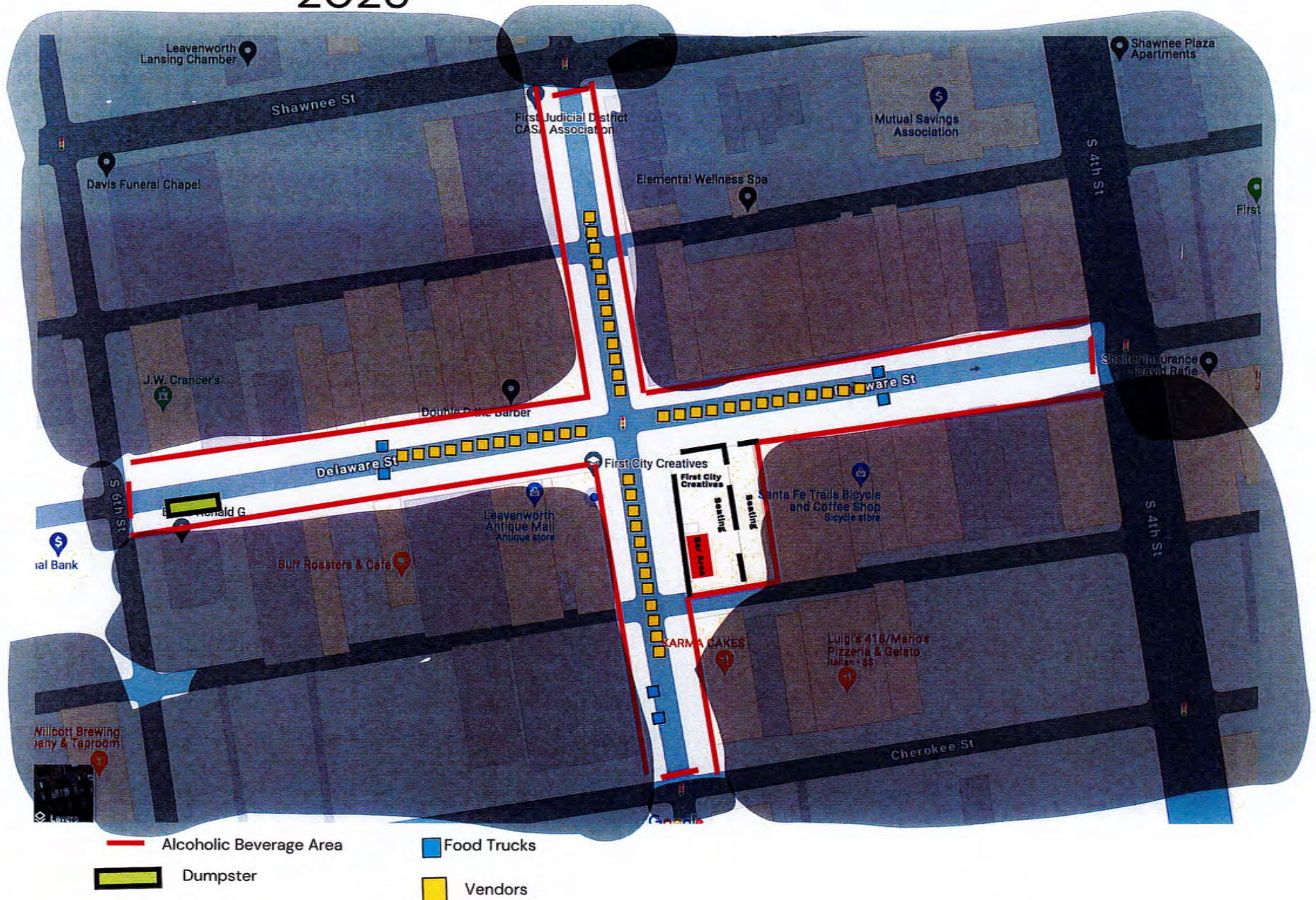
**Business and Resident Signature Approval for Street/Block Closure form MUST be submitted with this application.

Event Coordinator Signature: Kathleen Wade Printed Name: Kathleen Wade

Office Use Only			
Date Received: <u>9-25-25</u>	Date Sent to PD for approval: <u>9-29</u>	Approved by PD: <u>9/30</u>	Schedule for Commission: <u>X</u>
Date Scheduled for City Commission Consideration: <u>10/14/25</u>		Approval: _____	Denial: _____
Date Event Coordinator notified of approval or denial: _____			
Signed By: _____		Date: _____	

Leavenworth Christmas Market 2025

December 6th, 2025



**POLICY REPORT PWD/MSC NO. 25-36
CONSIDER AWARD OF THE 2025/2026 SALT BID**

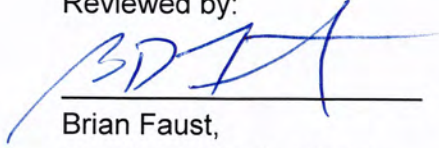
October 14, 2025

Prepared by:

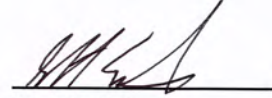


Becky Beaver,
Interim Ops. Superintendent

Reviewed by:



Brian Faust,
Director of Public Works



Scott Peterson,
City Manager

ISSUE: Consider award of the 2025/2026 Salt Bid.

BACKGROUND: This procurement is for up to 1,000 tons of crushed deicing rock salt. The City replenished our salt supply earlier this fall; however, a winter with a number of events (both small and large) will require the purchase of additional material. In previous years, we have requested up to 1,500 tons; however, with our current supply and the use of salt brine, we feel that reducing the amount is appropriate.

Leavenworth County advertised salt bids for their needs, and their bid specifications allow the City of Leavenworth and other cities in the county to purchase salt at the bid price.

Leavenworth County's bid opening was held on September 23, 2025 and the County awarded the contract to the low bidder, Central Salt LLC.

<u>Bids Submitted</u>	<u>Cost Per Ton</u>
Central Salt, Lyons, KS.....	\$58.67
Independent Salt, Kanapolis, KS	\$59.99

BUDGET IMPACT:

The City currently has a stockpile of deicing material in our salt dome. Budget impact will depend on the severity of the winter season. Funding is available within the 2026 budget for purchasing the full 1,000 tons if needed. City will only purchase what it needs to maintain an adequate supply of salt – not necessarily 1,000 tons.

STAFF RECOMMENDATION: Staff recommends that the City Commission approve the Leavenworth County bid for rock salt at \$58.67/ton for up to 1,000 tons from Central Salt LLC.

Below is a recap of salt purchases and costs from previous years:

YEARS	VENDOR	TONS PURCHASED	COST PER TON
2001/2002	Cargill Salt Company	800	\$29.14
2002/2003	True North Distribution	400	\$29.85
2003/2004	Cargill Salt Company	430	\$31.95
		300	\$32.75
		200	\$32.95
2003/2004	Hutchinson Salt Company	320	\$32.31
		250	\$37.31
2004/2005	Cargill Salt Company	600	\$32.95
2005/2006	Cargill Salt Company	600	\$33.95
2006/2007	Cargill Salt Company	600	\$35.44
2007/2008	Hutchinson Salt Company	700	\$43.85
2008/2009	Independent Salt Company	1,000	\$55.61
2009/2010	Independent Salt Company	700	\$53.39
2011	Cargill Incorporated	582	\$54.62
2013/2014	Central Salt	647	\$56.48
2014/2015	Independent Salt Company	509	\$57.97
2015/2016	Central Salt	314	\$58.97
2018/2019	Independent Salt Company	800	\$53.68
2019/2020	Independent Salt Company	1,200	\$62.38
2020-2021	Independent Salt Company	1,500	\$60.13
2021/2022	Independent Salt Company	502	\$54.26
2022/2023	Independent Salt Company	605	\$57.61
2023/2024	Central Salt	401.79	\$58.74
2024/2025	Central Salt	950	\$58.32
2025/2026	Central Salt	TBD	\$58.67

ATTACHMENTS:

- County Award Letter
- County Bid Tab



COUNTY OF LEAVENWORTH
Department of Public Works



Leavenworth County Department of Public Works

23690 187th Street
Leavenworth, KS 66048

October 6, 2025

Central Salt LLC
Attn: Lori Young
1420 State Road 14
Lyons, KS 67554

RE: Salt Bids for Leavenworth County

We are pleased to announce that Central Salt LLC has been awarded the bid for Leavenworth County.

On 09.23.2025 bids were opened for 3,000 tons of medium rock salt (with the option to purchase more if necessary) for Leavenworth County. In addition, the City of Tonganoxie, City of Basehor and City of Leavenworth and the City of Lansing are added as bulk bids. Each municipality would make arrangements and purchase their requested amount of rock salt directly from Central Salt. The following is a bid tabulation of the bids received:

2025 Salt Bid Tabulation

<u>Vendor</u>	<u>Bid Price per ton</u>	<u>Bid Alternate per ton</u>
Central Salt LLC	\$58.67	\$58.67
Independent Salt Co	\$59.99	\$59.99

We are pleased that Central Salt was awarded the bid, and look forward to working with you this upcoming winter. If you have any questions or concerns, please feel free to contact either myself or Vincent Grier, Rd & Br Superintendent at 913-727-1800.

Sincerely,

Bill Noll
Infrastructure and Construction Services Director

COUNTY OF LEAVENWORTH
Salt supplier bid opening 09.23.2025
 BID TABULATION- FINAL

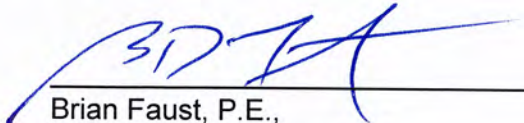


Item Description			Independent Salt Co. Kanopolis, KS	Central Salt LLC Lyons, KS
	Unit	Quantity	Unit Price	Unit Price
Bid Price (Up to 3000 tons, with option to purchase additional.	Per Ton	1	\$59.99	\$58.67
Alternate Bid Price (to include Basehor, Tonganoxie, Lansing & Leavenworth Cities as per bid specifications)	Per Ton	1	\$59.99	\$58.67
Leavenworth County Contractor (local preference, percentage difference from lowest bid)				

**POLICY REPORT NO. 25-35
APPROVE 2026 LANDFILL SERVICES CONTRACT
WITH WASTE MANAGEMENT**

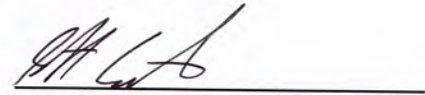
October 14, 2025

Prepared By:



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

Reviewed By:



Scott Peterson,
City Manager

ISSUE:

Consider approval of the refuse disposal contract with Waste Management (WM) for 2026.

BACKGROUND:

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes, on average, 11,500 tons of municipal solid waste each year. This waste is collected by City employees and transported to a state-approved disposal site. In addition to the MSW, the City disposes of approximately 5,000 tons of special waste (sludge/grit) from the Wastewater Treatment Plant (WWTP).

The City has been using the Waste Management landfill in Shawnee since January 2019. The City will occasionally haul to the Leavenworth County Transfer Station however; there have been numerous times during the week that the transfer station is unable to accept our MSW. The rates at the transfer station are significantly higher than WM so we limit our usage of the transfer station. The County's rate for 2025 is \$68/ton with additional increases possible in 2026.

In 2026, the cost to dispose of MSW at the Waste Management landfill is increasing from \$33.39/ton to \$35.06/ton while the cost for special waste is increasing from \$56.04/ton to \$58.84/ton. Both equate to a 5% increase.

The city is currently exploring two (2) options for solid waste. These include (1) constructing a new 'city only consolidation station' to be located at the old city landfill site and (2) assuming ownership of an existing transfer station. Both options are on Gilman Road. At this time, a contract with WM is needed for 2026.

BUDGET IMPACTS:

The increase will cost an additional \$19,205 for MSW.

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the 1-year contract with Waste Management for refuse disposal. The costs for 2026 are \$35.06/ton for municipal solid waste and \$58.84/ton for special waste.

ATTACHMENTS:

Waste Management Disposal Services Agreement



INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

COMPANY:	Waste Management of Kansas, Inc.	
	A WASTE MANAGEMENT COMPANY	
Address:	2601 Midwest Drive, Kansas City, KS 66111	
Signed:	_____	
	Authorized Signature	
Name/Title:	_____	
Effective Date:	Jan. 1, 2026	Date

CUSTOMER:	City of Leavenworth, Kansas	
Address:	100 North 5 th Street, Leavenworth, KS 66048	
Signed:	_____	
	Authorized Signature	
Name/Title:	_____	
Initial Term:	12-month agreement commencing on 1/1/2026	Date

AGREEMENT

This INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with disposal services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). **"Solid Waste"** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **"Special Waste"** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, wastewater materials described as dewatered sludge, incinerator ash, grit, screenings and other wastes removed from the Customer's wastewater and/or storm water facilities ("Wastewater Materials"), medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. **"Hazardous Waste"** means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. **"Nonconforming Waste"** means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term", collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect,

analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

Company may upon four (4) hours oral or written notice to the Customer, suspend the Wastewater Materials disposal services provided hereunder if, in its sole discretion, Company determines that acceptance of the additional volume of Wastewater Materials is not in Company or Company's affiliate's disposal facility's best interests. Such refusal to accept the Wastewater Materials shall not be considered an Event of Default.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or

federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section 4 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its

personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

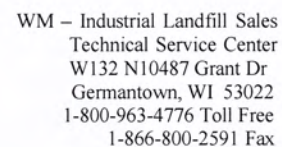
13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.



Service / Generator			
Name: City of Leavenworth		EPA ID#	
Generator SIC:		Address: 100 North 5 th Street, Leavenworth, KS 66048	
Contact: Brian Faust	Phone: 913-684-0373	County: Leavenworth	
Fax:		Email : brian.faust@firstcity.org	
Billing			
Name: City of Leavenworth		Existing MAS Account #	
Contact: Brian Faust		Address: 100 North 5 th Street, Leavenworth, KS 66048	
Phone: (913) 684-0356			
Fax: 913-682-0282		E-mail : brian.faust@firstcity.org	
Material Billing Information		Purchase Order #	
Material/Tax /Fees	Material /Ticket	Rate/UOM	Minimum/UOM
Disposal	Municipal Solid Waste	\$35.06/TN	1-Ton
Disposal	Special Waste (Sludge/Grit)	\$58.84/TN	1-Ton
Disposal	Industrial Waste (Street	\$35.06/TN	1-Ton
Disposal	Construction Debris	\$35.06/TN	1-Ton
Fuel Fee	Waived		
Environmental Fee	Waived		
Wastewater Fee	Waived		
RCR Fee	Waived		
Annual Price Increase CPI-WST			

- If Waste Management (or a Waste Management contracted hauler) is **NOT** providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste or the Hazardous Waste.
- Please see profile approval form for special handling instructions and profile expiration date.

Waste Management of Kansas, Inc.

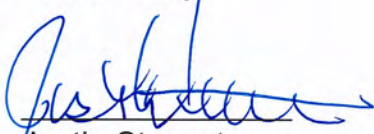
Signature
Date

SR.IAM

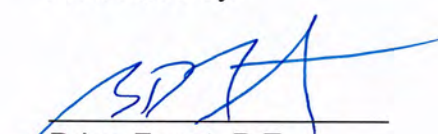
POLICY REPORT PWD NO. 25-42
CHESTNUT AND 6TH AVE. STORM REPAIRS
Project No. 2024-002

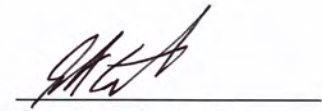
OCT. 14, 2025

Prepared by:


Justin Stewart,
Project Manager

Reviewed by:


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


Scott Peterson,
City Manager

ISSUE:

Consider bids received and possible award of a construction services contract with Leavenworth Excavating and Equipment Company Inc. (Lexeco) for the Chestnut and 6th Ave. Stormwater Repairs.

BACKGROUND:

The stone arch located in the middle of Chestnut Street east of 6th Avenue currently has several large areas of missing stones and mortar. The City received notice, from an adjacent homeowner on June 16, 2023, of the arch partially collapsing which in turn caused a large sized sinkhole behind the south inlet structure.

As a result, the City closed the roadway, keeping all vehicles from traversing the affected storm water archway.

In 2023, the City contracted with Wilson and Company to design repairs at this location. The project consists of replacing the failing arch and curb inlets. The new line is located in the middle of Chestnut Street.

The project plans, specifications, and location map were developed by City staff and Wilson and Company. The project was advertised for bid on the Bonfire/Euna platform and bids were opened on Oct. 15th, 2025. The bid results are shown below and in the attached bid tabulation.

Company	City	Base Total Bid
Lexeco Construction	Leavenworth, KS	\$204,426.08
Linaweaver Construction	Lansing, KS	\$250,032.50
Engineer's Estimate:		\$309,504.00

Based on the final bids, Lexeco has been identified as the lowest qualified bid. Lexeco has completed multiple projects for the City of Leavenworth in the past.

POLICY:

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City. There were two (2) responsive bidders and the low bid from Leavenworth Excavating and Equipment Company Inc. was under the engineer's estimate.

BUDGET IMPACT:

The cost for this contract is \$204,426.08. The Stormwater Capital Projects Fund – Orange Fence Projects allocates monies for this project. City staff will inspect the project.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign a Construction Services Contract with Lexeco for the Chestnut and 6th Avenue Stormwater Repair in the amount of \$204,426.08 with Change Order Authority to the City Manager not to exceed \$50,000.00

ATTACHMENTS:

- Bid Tab Review
- Map of Project Area

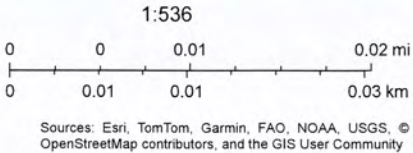


CITY OF LEAVENWORTH
Project No. 2023-023
Chestnut and 6th Ave Stormwater Culvert Repair
October 8, 2025

BASE BID				Engineer's Estimate		LEAVENWORTH EXCAVATING		LINAWEAVER CONSTRUCTION	
6th Ave. And Chestnut				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Item	Description	Unit	Quantity						
1	Mobilization	LS	1.00	10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
2	Contractor Construction Staking	LS	1.00	4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
3	Clearing and Grubbing	LS	1.00	4,000.00	\$4,000.00	\$10,300.00	\$10,300.00	\$5,000.00	\$5,000.00
4	Heavy Tree Removal	EA	2.00	4,000.00	\$8,000.00	\$2,160.00	\$4,320.00	\$2,500.00	\$5,000.00
5	Demolition	LS	1.00	10,000.00	\$10,000.00	\$12,600.00	\$12,600.00	\$15,000.00	\$15,000.00
6	Embankment	CY	268.00	20.00	\$5,360.00	\$29.10	\$7,798.80	\$35.00	\$9,380.00
7	Unclassified Excavation	CY	20.00	50.00	\$1,000.00	\$280.00	\$5,600.00	\$20.00	\$400.00
8	Type II Curb Inlet (6'x4')	EA	2.00	15,000.00	\$30,000.00	\$10,184.00	\$20,368.00	\$10,000.00	\$20,000.00
9	Junction Box (9'x4')(Special)	EA	1.00	30,000.00	\$30,000.00	\$19,190.00	\$19,190.00	\$20,000.00	\$20,000.00
10	Storm Sewer Pipe (24" RCP)	LF	35.00	130.00	\$4,550.00	\$121.95	\$4,268.25	\$225.00	\$7,875.00
11	Storm Sewer Pipe (30" RCP)	LF	16.00	150.00	\$2,400.00	\$211.55	\$3,384.80	\$250.00	\$4,000.00
12	Storm Sewer Pipe (72" RCP)	LF	92.00	700.00	\$64,400.00	\$426.70	\$39,256.40	\$675.00	\$62,100.00
13	Flared End Section (72" RCP)	EA	2.00	15,000.00	\$30,000.00	\$5,110.00	\$10,220.00	\$10,000.00	\$20,000.00
14	Concrete Pavement (KCMMB-4K) (6")	SY	140.00	75.00	\$10,500.00	\$70.20	\$9,828.00	\$110.00	\$15,400.00
15	Granular Subbase (AB-3 Compacted) (6")	SY	171.00	15.00	\$2,565.00	\$30.55	\$5,224.05	\$15.00	\$2,565.00
16	Type B (MR-95) Compaction (6")	SY	174.00	20.00	\$3,480.00	\$2.00	\$348.00	\$25.00	\$4,350.00
17	Type CG-1 Crub	LF	66.00	60.00	\$3,960.00	\$62.00	\$4,092.00	\$35.00	\$2,310.00
18	Concrete Sidewalk	SF	736.80	10.00	\$7,368.00	\$10.00	\$7,368.00	\$10.00	\$7,368.00
19	Riprap D50 = 15", T-24"	SY	71.23	160.00	\$11,396.80	\$86.00	\$6,125.78	\$150.00	\$10,684.50
20	Granular Filter, T = 6"	SY	52.00	20.00	\$1,040.00	\$30.00	\$1,560.00	\$150.00	\$7,800.00
21	Hydroseed	AC	0.12	5,000.00	\$600.00	\$13,450.00	\$1,614.00	\$15,000.00	\$1,800.00
22	Erosion Control	LS	1.00	500	\$500.00	\$3,260.00	\$3,260.00	\$2,500.00	\$2,500.00
23	Traffic Control	LS	1.00	2,500.00	\$2,500.00	\$3,700.00	\$3,700.00	\$5,000.00	\$5,000.00
				TOTAL BASE BID:	\$247,619.80		\$204,426.08		\$250,032.50

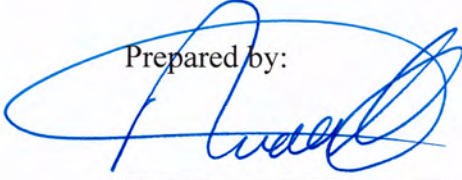


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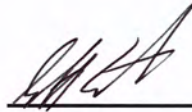


Policy Report No. 4-2025
Approve Lease for Police Camera Replacements
October 14, 2025

Prepared by:



Patrick R. Kitchens
Chief of Police



Scott Peterson
City Manager

ISSUE:

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The Leavenworth Police Department is seeking approval for a sole source request for the replacement of our In-Car Cameras (24), Body-Worn Cameras (50), and Interview room cameras (3) with Axon Enterprise, Inc in the amount of \$805,556.15. The agreement with Axon Enterprise, Inc. would be structured as a five-year lease starting in January of 2026. (Quote included)

The first year (2026) would be \$177,222.35. Years 2027 through 2030 would be \$157,083.45. The City Commission allocated sufficient funds in the 2026 Police Department operational budget of \$181,355 with commitment to include sufficient funds in the following years of the lease. The lease agreement includes the replacement of the camera equipment, operating software, cloud storage, licensing, and third party video support.

The Police Department formulated an evaluation committee with representatives from Patrol, Investigations, and Evidence. Further, we included Amy Peters and Matthew Olgilvie from the Information Technology Department. The committee began meeting in late December and early January of 2025 by selecting the five major companies that provide camera systems including, Axon Enterprise, Inc., Motorola Solutions, Inc., Getac Inc., Watch Guard and our current vendor Coban Inc., so we could compare it to other new options. As some point during the process, we learned that Motorola Solutions, Inc. purchased Watch Guard.

The committee spent time evaluating our current vendor Coban Inc, and was able to identify several significant problems. Several years ago the storage system provided by Coban Inc. failed and we lost a significant number of videos that have evidentiary value in criminal prosecutions. Our IT Department was able to build in some protections and redundancies, but in a more recent software update we suffered another significant loss of data. Our IT staff was able to recover a lot of the data, but not all of it. We continue to deal with sporadic data losses and Coban representatives cannot resolve the problem. Further, Coban executed a significant software update that fundamentally changed the way data was accessed by the end user. The changes are counter to what is necessary to have effective and efficient evidence management and review by the courts. It was for these reasons that we strongly supported switching to a different vendor.

On December 12, 2024 the committee met with representatives from Getac Inc. and reviewed their products and services. On January 22, 2025 the committee met with representatives from Axon, Inc. Both companies provided very good presentations and we were satisfied with the products and services they provide.

On January 28, 2025 we met with a representative of Motorola Solutions, Inc. We asked for a complete demonstration of all products and services but the representative only offered the cameras to review. He was not able to present any information about data storage and evidence access. The representative was late and ill prepared for the demonstration. During our follow up review of Motorola Solutions, Inc. and Watch Guard we were not satisfied with the company as a camera vendor. They are really good at communications equipment, but that is not their focus.

The committee took the information provided by the vendors that we reviewed and submitted a budget request to begin funding the project in the 2026 Operational Budget with a focus and preference for Axon Enterprise, Inc. which was approved by the City Commission. Since that time members of the committee have visited law enforcement agencies that have Axon as their camera system. The Police Officers that we spoke with give their endorsement of the Axon Enterprise system and recommend that we acquire it.

BUDGET IMPACT:

The City Commission approved the 2026 Operational Budget that includes \$181,355 for the first year of this project. The cost of the camera replacement project in 2026 is outlined at \$177,222.25. In the four years after, the cost will be \$157,083.45.

COMMISSION ACTION:

Approve the five-year lease between the City of Leavenworth and Axon Enterprise, Inc. in the amount of \$805,556.15 with the first year (2026) amount of \$177,222.25 and the remaining four years of \$157,083.45.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-659138-45919BJ

Issued: 09/19/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 318534

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Leavenworth Police Dept. - KS 601 S 3rd St Leavenworth, KS 66048-2868 USA	Leavenworth Police Department - KS 601 S 3rd St Leavenworth KS 66048-2868 USA Email: mpahawk09@gmail.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Jones Phone: (480) 569-7841 Email: brjones@axon.com Fax:	Dan Nicodemus Phone: (913) 651-2260 Email: dnicodemus@firstcity.org Fax: (913) 651-2356

Quote Summary

Program Length	60 Months
TOTAL COST	\$805,556.15
ESTIMATED TOTAL W/ TAX	\$805,556.15

Discount Summary

Average Savings Per Year	\$130,487.30
TOTAL SAVINGS	\$652,436.50

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$177,222.35	\$0.00	\$177,222.35
Jan 2027	\$157,083.45	\$0.00	\$157,083.45
Jan 2028	\$157,083.45	\$0.00	\$157,083.45
Jan 2029	\$157,083.45	\$0.00	\$157,083.45
Jan 2030	\$157,083.45	\$0.00	\$157,083.45
Total	\$805,556.15	\$0.00	\$805,556.15

Quote Unbundled Price:	\$1,457,947.70
Quote List Price:	\$1,155,602.90
Quote Subtotal:	\$805,556.15

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCuTAP	BWC Unlimited with TAP	55	60	\$128.20	\$99.66	\$86.21	\$284,493.00	\$0.00	\$284,493.00
Fleet3A	Fleet 3 Advanced	24	60	\$308.66	\$258.90	\$212.42	\$305,884.80	\$0.00	\$305,884.80
IR1CA	Interview Room 1 Camera Standard	3	60	\$369.27	\$371.56	\$321.56	\$57,880.80	\$0.00	\$57,880.80
S00017	AXON FUSUS PRO BUNDLE	61	60	\$74.24	\$36.83	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2			\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2			\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	55			\$899.00	\$899.00	\$49,445.00	\$0.00	\$49,445.00
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$1,638.90	\$11,472.30	\$0.00	\$11,472.30
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	60		\$5.42	\$1.36	\$4,471.50	\$0.00	\$4,471.50
73618	AXON COMMUNITY REQUEST	55	60		\$10.85	\$10.85	\$35,805.00	\$0.00	\$35,805.00
ProLicense	Pro License Bundle	10	60		\$48.82	\$48.75	\$29,250.00	\$0.00	\$29,250.00
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85014	AXON BODY - PSO - 1 DAY	1			\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1			\$425.00	\$0.00	\$0.00	\$0.00	\$0.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	60		\$10.85	\$8.14	\$26,853.75	\$0.00	\$26,853.75
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$805,556.15	\$0.00	\$805,556.15

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	55	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	61	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	61	1	12/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	61	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	12/01/2025
Fleet 3 Advanced	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	24	1	12/01/2025
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	20	1	12/01/2025
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	20	1	12/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	24	1	12/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	24	1	12/01/2025
Interview Room 1 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	12/01/2025
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	12/01/2025
Interview Room 1 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	12/01/2025
Interview Room 1 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	3	1	12/01/2025
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/01/2025
Interview Room 1 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	1	12/01/2025
A la Carte	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	1	12/01/2025
A la Carte	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	1	12/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	12/01/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	12/01/2025
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	56	1	03/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	03/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	56	1	09/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	09/01/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	24	1	12/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO BUNDLE	101705	AXON FUSUS - LICENSE - PRO USER	61	01/01/2026	12/31/2030
AXON FUSUS PRO BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	01/01/2026	12/31/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	55	01/01/2026	12/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	55	01/01/2026	12/31/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	24	01/01/2026	12/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	24	01/01/2026	12/31/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	24	01/01/2026	12/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	48	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/01/2026	12/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	01/01/2026	12/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	01/01/2026	12/31/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	01/01/2026	12/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	55	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	24
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1
A la Carte	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55
A la Carte	85014	AXON BODY - PSO - 1 DAY	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	55	12/01/2026	12/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/01/2026	12/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	12/01/2026	12/31/2030
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	24	12/01/2026	12/31/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	24	12/01/2026	12/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	12/01/2026	12/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	12/01/2026	12/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	12/01/2026	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	601 S 3rd St	Leavenworth	KS	66048-2868	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	\$0.00	\$0.00	\$0.00
Year 1	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$0.00	\$0.00	\$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 1	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	\$5,907.82	\$0.00	\$5,907.82
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	\$983.73	\$0.00	\$983.73
Year 1	73618	AXON COMMUNITY REQUEST	55	\$7,877.10	\$0.00	\$7,877.10
Year 1	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	BWCUnTAP	BWC Unlimited with TAP	55	\$62,588.47	\$0.00	\$62,588.47
Year 1	Fleet3A	Fleet 3 Advanced	24	\$67,294.65	\$0.00	\$67,294.65
Year 1	H00001	AB4 Camera Bundle	55	\$10,877.90	\$0.00	\$10,877.90
Year 1	H00002	AB4 Multi Bay Dock Bundle	7	\$2,523.91	\$0.00	\$2,523.91
Year 1	IR1CA	Interview Room 1 Camera Standard	3	\$12,733.77	\$0.00	\$12,733.77
Year 1	ProLicense	Pro License Bundle	10	\$6,435.00	\$0.00	\$6,435.00
Year 1	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Total				\$177,222.35	\$0.00	\$177,222.35

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	\$0.00	\$0.00	\$0.00
Year 2	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 2	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	\$5,236.48	\$0.00	\$5,236.48
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	\$871.94	\$0.00	\$871.94
Year 2	73618	AXON COMMUNITY REQUEST	55	\$6,981.98	\$0.00	\$6,981.98
Year 2	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BWCuTAP	BWC Unlimited with TAP	55	\$55,476.15	\$0.00	\$55,476.15
Year 2	Fleet3A	Fleet 3 Advanced	24	\$59,647.53	\$0.00	\$59,647.53
Year 2	H00001	AB4 Camera Bundle	55	\$9,641.78	\$0.00	\$9,641.78
Year 2	H00002	AB4 Multi Bay Dock Bundle	7	\$2,237.10	\$0.00	\$2,237.10
Year 2	IR1CA	Interview Room 1 Camera Standard	3	\$11,286.74	\$0.00	\$11,286.74
Year 2	ProLicense	Pro License Bundle	10	\$5,703.75	\$0.00	\$5,703.75
Year 2	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Total				\$157,083.45	\$0.00	\$157,083.45

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	\$0.00	\$0.00	\$0.00
Year 3	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	\$5,236.48	\$0.00	\$5,236.48
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	\$871.94	\$0.00	\$871.94
Year 3	73618	AXON COMMUNITY REQUEST	55	\$6,981.98	\$0.00	\$6,981.98
Year 3	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Year 3	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	BWCuTAP	BWC Unlimited with TAP	55	\$55,476.15	\$0.00	\$55,476.15
Year 3	Fleet3A	Fleet 3 Advanced	24	\$59,647.53	\$0.00	\$59,647.53
Year 3	H00001	AB4 Camera Bundle	55	\$9,641.78	\$0.00	\$9,641.78
Year 3	H00002	AB4 Multi Bay Dock Bundle	7	\$2,237.10	\$0.00	\$2,237.10
Year 3	IR1CA	Interview Room 1 Camera Standard	3	\$11,286.74	\$0.00	\$11,286.74
Year 3	ProLicense	Pro License Bundle	10	\$5,703.75	\$0.00	\$5,703.75
Year 3	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Total				\$157,083.45	\$0.00	\$157,083.45

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	\$0.00	\$0.00	\$0.00
Year 4	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$0.00	\$0.00	\$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	\$5,236.48	\$0.00	\$5,236.48
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	\$871.94	\$0.00	\$871.94
Year 4	73618	AXON COMMUNITY REQUEST	55	\$6,981.98	\$0.00	\$6,981.98
Year 4	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Year 4	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	BWCuTAP	BWC Unlimited with TAP	55	\$55,476.15	\$0.00	\$55,476.15

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	24	\$59,647.53	\$0.00	\$59,647.53
Year 4	H00001	AB4 Camera Bundle	55	\$9,641.78	\$0.00	\$9,641.78
Year 4	H00002	AB4 Multi Bay Dock Bundle	7	\$2,237.10	\$0.00	\$2,237.10
Year 4	IR1CA	Interview Room 1 Camera Standard	3	\$11,286.74	\$0.00	\$11,286.74
Year 4	ProLicense	Pro License Bundle	10	\$5,703.75	\$0.00	\$5,703.75
Year 4	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Total				\$157,083.45	\$0.00	\$157,083.45

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	2	\$0.00	\$0.00	\$0.00
Year 5	101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	2	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	55	\$5,236.48	\$0.00	\$5,236.48
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	55	\$871.94	\$0.00	\$871.94
Year 5	73618	AXON COMMUNITY REQUEST	55	\$6,981.98	\$0.00	\$6,981.98
Year 5	85014	AXON BODY - PSO - 1 DAY	1	\$0.00	\$0.00	\$0.00
Year 5	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	55	\$55,476.15	\$0.00	\$55,476.15
Year 5	Fleet3A	Fleet 3 Advanced	24	\$59,647.53	\$0.00	\$59,647.53
Year 5	H00001	AB4 Camera Bundle	55	\$9,641.78	\$0.00	\$9,641.78
Year 5	H00002	AB4 Multi Bay Dock Bundle	7	\$2,237.10	\$0.00	\$2,237.10
Year 5	IR1CA	Interview Room 1 Camera Standard	3	\$11,286.74	\$0.00	\$11,286.74
Year 5	ProLicense	Pro License Bundle	10	\$5,703.75	\$0.00	\$5,703.75
Year 5	S00017	AXON FUSUS PRO BUNDLE	61	\$0.00	\$0.00	\$0.00
Total				\$157,083.45	\$0.00	\$157,083.45

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

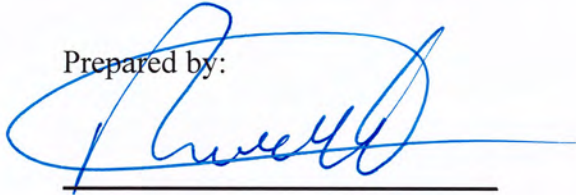
Date Signed

9/19/2025



Policy Report No. 3-2025
Addition to Chapter 44 - Municipal Code of Ordinances
Article III – Speed Limits
Section 44-61 Adjusted Speed Limits
October 14, 2025

Prepared by:



Patrick R. Kitchens
Chief of Police



Scott Peterson
City Manager

ISSUE:

Evaluate a request to place an ordinance on first consideration that adds language to Chapter 44 of the Municipal Code of Ordinances, Article III – Speed Limits, Section 44-61 – Adjusted Speed Limits.

(54) - Valley View Road from Shrine Park Road, 20 mph.

(55) - Summit Street from Shrine Park Road to Valley View Road, 20 mph.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

In the spring of 2025, a resident of Leavenworth who resides on Valley View Road, expressed concern about traffic and speeding in his neighborhood. The speed limit in that neighborhood is 30 mph. The Police Department traffic Supervisor, Sgt. Brandon Mance, began working with the individual with on-site monitoring and a speed study to evaluate the circumstances. (attached) We also evaluate other factors such as the width of the road, terrain, current parking situation, and whether there are sidewalks.

The city of Leavenworth received a formal request to lower the speed limit on September 11, 2025 from the resident. (attached)

The Police Department and the Public Works Department agree that it is reasonable to lower the speed limit from 30 mph to 20 mph.

BUDGET IMPACT:

There is no budget impact.

COMMISSION ACTION:

Place an ordinance on first consideration that adds language to Chapter 44 of the Municipal Code of Ordinances, Article III – Speed Limits, Section 44-61 – Adjusted Speed Limits.

(56) - Valley View Road from Shrine Park Road, 20 mph.

(57) - Summit Street from Shrine Park Road to Valley View Road, 20 mph.

CITY OF LEAVENWORTH
SIGN REQUEST FORM
INSTALLATION/REMOVAL/RELOCATION

1. Initial request processed through Public Works Office.
2. Director of Public Works (DPW) Administrative Assistant forwards the request to the Chief of Police, Chief of Police Secretary, and the Traffic Sergeant.
3. Chief of Police "Approves" or "Disapproves" the request and returns the form to the DPW for review.
4. DPW "Approves" or "Disapproves" the sign request.
5. If "Approved", the request is forwarded to the MSC (Streets Department) for action.
6. If "Disapproved", the Chief of Police will send a denial letter to the requestor, with a copy being sent to the DPW Admin Assistant.
7. Upon completion of the sign request, the MSC scans and emails the final disposition (with completed work order number) to the Chief of Police's Secretary and DPW Administrative Assistant.
8. Original hard copy is sent to the DPW Administrative Assistant for filing.

Date of Request: 09/11/2025

Received by:

Type of Sign: 20 mph speed limit sign

Location: Valley View Road, Leavenworth, KS

Requested by: Donald L McDowell

Mailing Address: 3924 Valley View Rd. Leavenworth, KS 66048

Phone: (202) 361-1971

Action Requested:

Request at least three 20 mph speed limit signs be placed at or near the entrances to Valley View Rd. A speed assessment was conducted by Leavenworth Police Department Traffic Control and agreed a speed limit of posted 20 MPH signs could be warranted. Speeds in excess of 20 MPH are potentially dangerous to young children and elderly.

	Date	Approved	Disapproved	TSC
Chief of Police	09/15/25	PLC		
Director of Public Works	10/8/25	307		

PUBLIC NOTICE REQUIRED: YES NO BY:

PUBLIC NOTICE PLAN ATTACHED: YES NO BY:

Work Order #	I.D. #	Date Completed	By

USLIMITS2 Speed Zoning Report

Project Overview

Project Name: 4100 Valley View

Analyst: Brandon Mance

Date: 2025-07-01

Basic Project Information

Route Name: Valley View
From: 3272025
To: 4232025
State: Kansas
County: Leavenworth County
City: Leavenworth city
Route Type: Road Section in Developed Area
Route Status: Existing

Crash Data Information

Crash Data Years: 1.50
Crash AADT: 132 veh/day
Total Number of Crashes: 0
Total Number of Injury Crashes: 0
Section Crash Rate: 0 per 100 MVM
Section Injury Crash Rate: 0 per 100 MVM
Crash Rate Average for Similar Roads: 315
Injury Rate Average for Similar Roads: 75

Roadway Information

Section Length: .49 mile(s)
Statutory Speed Limit: 30 mph
Existing Speed Limit: 30 mph
Adverse Alignment: Yes
One-Way Street: No
Divided/Undivided: Undivided
Number of Through Lanes: 2
Area Type: Residential-Subdivision
Number of Driveways: 36
Number of Signals: 0

Traffic Information

85th Percentile Speed: 24 mph
50th Percentile Speed: 18 mph
AADT: 132 veh/day
On Street Parking and Usage: Not High
Pedestrian / Bicyclist Activity: High

Project Description: Traffic Survey for residential area.

Recommended Speed Limit:



Note: Sections with adverse alignments may need specific 'advisory speed warnings' which may be different from the general speed limit for the section. See Procedures for Setting Advisory Speeds on Curves, Publication No. FHWA-SA-11-22, June 2011, for more guidance.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

Equations Used in the Crash Data Calculations

Exposure (M)

$M = (\text{Section AADT} * 365 * \text{Section Length} * \text{Duration of Crash Data}) / (100000000)$
 $M = (132 * 365 * .49 * 1.50) / (100000000)$
 $M = 0.0004$

Crash Rate (Rc)

$Rc = (\text{Section Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$
 $Rc = (0.00 * 100000000) / (132 * 365 * .49)$
 $Rc = 0.00 \text{ crashes per 100 MVM}$

Injury Rate (Ri)

$Ri = (\text{Section Injury Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$
 $Ri = (0.00 * 100000000) / (132 * 365 * .49)$
 $Ri = 0.00 \text{ injuries per 100 MVM}$

Critical Crash Rate (Cc)

$Cc = \text{Crash Average of Similar Sections} + 1.645 * (\text{Crash Average of Similar Sections} / \text{Exposure}) ^ {1/2} + (1 / (2 * \text{Exposure}))$

$Cc = 315.48 + 1.645 * (315.48 / 0.0004) ^ {1/2} + (1 / (2 * 0.0004))$

$Cc = 3280.07$ crashes per 100 MVM

Critical Injury Rate (Ic)

$Ic = \text{Injury Crash Average of Similar Sections} + 1.645 * (\text{Injury Crash Average of Similar Sections} / \text{Exposure}) ^ {1/2} + (1 / (2 * \text{Exposure}))$

$Ic = 74.98 + 1.645 * (74.98 / 0.0004) ^ {1/2} + (1 / (2 * 0.0004))$

$Ic = 2243.84$ injuries per 100 MVM

Leavenworth Police Dept.**Survey Description****Survey Details**

Survey Location	4100 Valley View Rd, Leavenworth, Ks		
Survey GPS Coordinates	39.27694,-94.91695		
Survey Dates	Start	Stop	
	Thursday, 3/27/2025 9:13 AM	Wednesday, 4/23/2025 11:32 AM	
Posted Speed Limit	30 mph		
Traffic Zone			
File Name	SurveyDataFile@2025-04-28_12-54-06 4100 Valley View.xml		
Device Type	1484		
Device Serial Number	SNAA000000		
Survey Note			

Total Vehicle Count	3443		
<i>Traffic Direction</i>	South (Closing)	North (Away)	
<i>Vehicle Count</i>	1357	2086	

Survey Map

Leavenworth Police Dept.

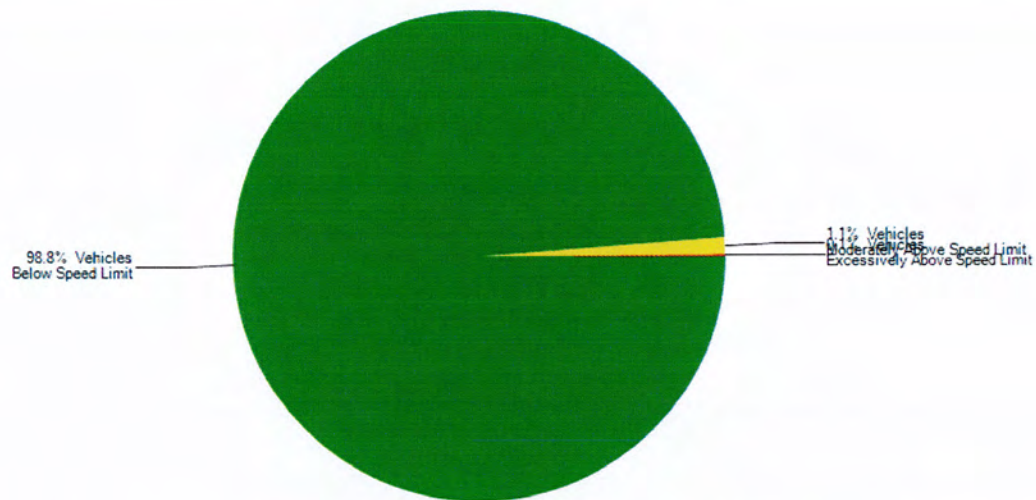
Survey Description

Survey Location 4100 Valley View Rd, Leavenworth, Ks
Survey GPS Coordinates 39.27694, -94.91695
Survey Dates **Start** Thursday, 3/27/2025 9:13 AM **Stop** Wednesday, 4/23/2025 11:32 AM
Posted Speed Limit 30 mph
Traffic Zone

Speed Pie Chart

Date Range: 2025-03-27 - 2025-04-23

Direction: Both



	Traffic Direction	Closing	Away	Combined
Posted Speed Limit			30 mph	
<i>Vehicles Under the Speed Limit Count</i>		1346	2054	3400
<i>Vehicles Under the Speed Limit Percentage</i>		99.19%	98.47%	98.75%
<i>Vehicles Over the Speed Limit Count</i>		11	32	43
<i>Vehicles Over the Speed Limit Percentage</i>		0.81%	1.53%	1.25%
Excessive Speed Threshold			55 mph	
<i>Vehicles Over the Excessive Speed Count</i>		3	1	4
<i>Vehicles Over the Excessive Speed Percentage</i>		0.22%	0.05%	0.12%
<i>Average Violation Speed</i>		41.64 mph	35.44 mph	37.02 mph

Leavenworth Police Dept.**Survey Description****Survey Details**

Survey Location	4100 Valley View Rd, Leavenworth, Ks	
Survey GPS Coordinates	39.27694,-94.91695	
Survey Dates	Start	Stop
	Thursday, 3/27/2025 9:13 AM	Wednesday, 4/23/2025 11:32 AM
Posted Speed Limit	30 mph	
Traffic Zone		
File Name	SurveyDataFile@2025-04-28_12-54-06 4100 Valley View.xml	
Device Type	1484	
Device Serial Number	SNAA000000	
Survey Note		

Total Vehicle Count	3443	
<i>Traffic Direction</i>	South (Closing)	North (Away)
<i>Vehicle Count</i>	1357	2086

Survey Map

Leavenworth Police Dept.

Survey Summary

Survey Description

Survey Location	4100 Valley View Rd,Leavenworth, Ks	
Survey GPS Coordinates	39.27694,-94.91695	
Survey Dates	Start	Stop
	Thursday, 3/27/2025 9:13 AM	Wednesday, 4/23/2025 11:32 AM
Posted Speed Limit	30 mph	
Traffic Zone		

Survey Result

Total Vehicle Count	3443		
	Traffic Direction	Closing South	Away North
	Vehicle Count	1357	2086
			Combined
			3443
Posted Speed Limit	30 mph		
<i>Vehicles Under the Speed Limit Count</i>	1346	2054	3400
<i>Vehicles Under the Speed Limit Percentage</i>	99.19%	98.47%	98.75%
<i>Vehicles Over the Speed Limit Count</i>	11	32	43
<i>Vehicles Over the Speed Limit Percentage</i>	0.81%	1.53%	1.25%
Excessive Speed Threshold	55 mph		
<i>Vehicles Over the Excessive Speed Count</i>	3	1	4
<i>Vehicles Over the Excessive Speed Percentage</i>	0.22%	0.05%	0.12%
<i>Average Violation Speed</i>	41.64 mph	35.44 mph	37.02 mph
Speed Profile			
Average Speed	15.5 mph	19.42 mph	17.88 mph
Minimum Speed	4 mph	4 mph	4 mph
Maximum Speed	71 mph	63 mph	71 mph
85th Percentile Speed	23 mph	24 mph	24 mph
Standard Deviation	7 mph	5 mph	6 mph
10 mph Pace	11-20 mph	15-24 mph	13-22 mph
In Pace Count	566	1362	1896
Data Recording Limits			
Highest Speed Allowed	120 mph		
Lowest Speed Allowed	10 mph		
Minimum Following Time	0 Second(s)		

Leavenworth Police Dept.

Survey Description

Survey Location 4100 Valley View Rd, Leavenworth, Ks
Survey GPS Coordinates 39.27694, -94.91695
Survey Dates **Start** Thursday, 3/27/2025 9:13 AM **Stop** Wednesday, 4/23/2025 11:32 AM
Posted Speed Limit 30 mph
Traffic Zone

Speed - Volume Matrix

Date Range: 2025-03-27 - 2025-04-23

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	42	19		1	19	3												
01:00 - 01:59	13	6	2	2	3													
02:00 - 02:59	74	39	10	7	15	3												
03:00 - 03:59	112	61	42	9														
04:00 - 04:59	103	83	19		1													
05:00 - 05:59	87	71	1	7	8													
06:00 - 06:59	46	1	1	28	13	3												
07:00 - 07:59	157		13	72	62	8	2											
08:00 - 08:59	116	5	19	38	38	15	1											
09:00 - 09:59	165	11	29	65	48	8	3						1					
10:00 - 10:59	181	10	31	78	51	9	2											
11:00 - 11:59	225	18	45	74	64	20	4											
12:00 - 12:59	206	7	41	72	71	10	4	1										
13:00 - 13:59	210	19	22	69	76	20	1	1	1						1			
14:00 - 14:59	205	23	39	65	63	11	2		1			1						
15:00 - 15:59	293	81	35	89	64	22	1	1										
16:00 - 16:59	272	39	40	88	85	17	3											
17:00 - 17:59	312	7	71	111	94	21	4	2	2									
18:00 - 18:59	225	9	41	81	64	27	3											
19:00 - 19:59	188	3	33	70	59	22							1					
20:00 - 20:59	89	3	15	31	29	11												
21:00 - 21:59	63	1	15	25	16	6												
22:00 - 22:59	30	1	6	6	13	4												
23:00 - 23:59	29	5	5	11	7	1												

Sec. 44-61. - Speed limits schedule.

- (a) The speed limit on the streets or portions thereof designated in this section shall be as follows:
- (1) Second Street, from Choctaw Street to Poplar Street, 25 miles per hour.
 - (2) Second Street, North, from the alley south of Kickapoo to the alley north of Dakota Street, 20 miles per hour.
 - (3) 6th Street, South from Short Street to Chestnut Street, 20 miles per hour.
 - (4) Tenth Avenue, from Spruce Street to Limit Street, 30 miles per hour.
 - (5) Tenth Avenue, from Limit Street to the south end of the Tenth Avenue-Gatewood Street intersection, 40 miles per hour.
 - (6) Tenth Avenue, from the south end of the Tenth Avenue-Gatewood Street intersection to Eisenhower Road, 40 miles per hour.
 - (7) Third Street from north side of Chestnut Street intersection to a point 105 feet north of the Seneca Street Intersection, 20 miles per hour.
 - (8) 15th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (9) 16th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (10) 16th Street Terrace, from Vilas Street north to the dead end, 20 miles per hour.
 - (11) 17th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (12) 17th Street Terrace, from Thornton Street south to the dead end, 20 miles per hour.
 - (13) 19th Street, south of Thornton Street to its point of termination, 20 miles per hour.
 - (14) 19th Street Terrace, from 20th Street Trafficway to Thornton Street, 20 miles per hour.
 - (15) 20th Street Trafficway, from Spruce Street to Eisenhower Road, 40 miles per hour.
 - (16) Brookside Street, 20 miles per hour.
 - (17) Cambridge Street, south from Evergreen Street to its point of termination and south of Thornton Street to its point of termination, 20 miles per hour.
 - (18) Deerfield Street West, from Shrine Park Road to Garland Avenue, 20 miles per hour.
 - (19) Eisenhower Road, from Highway 73 (4th Street Trafficway) to 100 feet west of the 20th Street intersection, 40 miles per hour.
 - (20) Eisenhower Road, from 100 feet west of the 20th Street intersection to the city limits, 50 miles per hour.

- (21) Evergreen Street, from 19th Street Terrace to 17th Street Terrace, 20 miles per hour.
- (22) Evergreen Street, from 17th Street to 17th Street Terrace, 20 miles per hour.
- (23) Fawncreek West, from Shrine Park Road to Garland Avenue, 20 miles per hour.
- (24) Folsom Street, from Vilas Street north to Santa Fe Street, 20 miles per hour.
- (25) Frances Court, 20 miles per hour.
- (26) Garland Avenue, from Fawncreek to Village Street, 20 miles per hour.
- (27) Gatewood Street, 20 miles per hour.
- (28) Grand Street, from Halderman Street to Marion Street, 20 miles per hour.
- (29) Grand Street, from Halderman Street to Spruce Street, 20 miles per hour.
- (30) Halderman Street, from Tenth Avenue to Westwood, 20 miles per hour.
- (31) Hughes Road, from Eisenhower to Muncie Road, 35 mph.
- (32) Jeanne Court, 20 miles per hour.
- (33) Kingman, from Marion Street to Sherman Street, 20 miles per hour.
- (34) Klemp Street, from Kansas Street to Quincy Street, 20 miles per hour.
- (35) Klemp Street, from Ohio Street to Halderman Street, 20 miles per hour.
- (36) Lawrence Avenue, from Thornton Street to Halderman Street, 20 miles per hour.
- (37) Marion Street, from 16th Street to Sunset Court, 20 miles per hour.
- (38) Marion Street, from 17th Street Terrace east to 17th Street, 20 miles per hour.
- (39) Marion Street, from Grand Avenue to Tenth Avenue, 20 miles per hour.
- (40) Muncie Road, from Shrine Park Road to Hughes Road, 20 miles per hour.
- (41) Parkway Drive South, from Village Street to Muncie Road, 20 miles per hour.
- (42) Pin Oak Street, 20 miles per hour.
- (43) Santa Fe Street, from 16th Street to 15th Street, 20 miles per hour.
- (44) Santa Fe Trail, from Metropolitan Street traveling north to the city limits, 40 miles per hour.

(45) Shawnee Street, from Tenth Street east to Broadway Street, 30 miles per hour.

(46) Shawnee Street, from 12th Street to 14th Street, 30 miles per hour.

(47) Sunset Court, 20 miles per hour.

(48) Thornton Street, from 16th Street to 15th Street, 20 miles per hour.

(49) Thornton Street, from 18th Street to 17th Street, 20 miles per hour.

(50) Tonganoxie Road, from 14th Street to 20th Street, 35 miles per hour.

(51) Village Street West, from Garland Avenue to Parkway Drive, 20 miles per hour.

(52) Washington Street, between Spruce Street and Ohio Street, 20 miles per hour.

(53) Westwood Street, from Halderman to Ohio Street including Forest Lane, 20 miles per hour.

(b) Any person, upon conviction of a violation of this section, shall be fined as provided in the penalty section of the Standard Traffic Ordinance for Kansas Cities as adopted by section 44-1.

(Code 1978, § 35-20.1; Code 1994, § 110-41; Ord. No. 6985, § 3, 9-26-1989; Ord. No. 7299, § 2, 1-14-1997; Ord. No. 7344, § 1, 2-10-1998; Ord. No. 7359, § 2, 4-28-1998; Ord. No. 7560, § 1, 3-25-2003; Ord. No. 7567, § 1, 5-27-2003; Ord. No. 7589, § 3, 2-24-2004; Ord. No. 7871, § 1, 3-22-2011; Ord. No. 7963, § 1, 12-9-2014; Ord. No. 8007, § 1, 9-13-2016)

State Law reference— Authority to designate maximum speed limits, K.S.A. 8-2002(a)(5), (a)(10), (a)(11); speed limits generally, K.S.A. 8-1557 et seq.